CLERK'S COPY.

TRANSCRIPT OF RECORD

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1924

No. 447

THE UNITED STATES OF AMERICA, APPELLANT

vs.

STATE BANK, DEPOSIT BANK OF [illegible] FEDERAL LAND BANK OF ST. PAUL, ET AL.

APPEAL FROM THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF IOWA

FILED MARCH 24, 1925

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1924

No. 337

THE UNITED STATES OF AMERICA, APPELLANT

vs.

HOLT STATE BANK, DEPOSIT BANK OF WINONA, FEDERAL LAND BANK OF ST. PAUL, ET AL.

APPEAL FROM THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE EIGHTH CIRCUIT

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3 In United States Circuit Court of Appeals

Caption

Pleas and proceedings in the United States Circuit Court of Appeals for the Eighth Circuit, at the December term, 1923, of said court, before the Honorable Walter H. Sanborn and the Honorable Robert E. Lewis, circuit judges, and the Honorable John F. McGee, district judge.

Attest:
[SEAL.]

E. E. KOCH,
Clerk of the United States Circuit Court of Appeals for the Eighth Circuit.

Be it remembered that heretofore, to wit, on the 20th day of November, A. D. 1922, a transcript of record pursuant to an appeal allowed by the District Court of the United States for the District of Minnesota, was filed in the office of the clerk of the United States Circuit Court of Appeals for the Eighth Circuit, in a certain cause wherein the United States of America was appellant and the Holt State Bank, a corporation, et al., were appellees, which said transcript as prepared and printed under the rules of the United States Circuit Court of Appeals for the Eighth Circuit, under the supervision of its clerk, is in the words and figures following, to wit:

450 In United States Circuit Court of Appeals, Eighth Circuit

No. 6223

UNITED STATES OF AMERICA, APPELLANT,

vs.

HOLT STATE BANK, A CORPORATION, ET AL.

Appearance of Counsel

Filed November 29, 1922

The clerk will enter my appearance as counsel for the appellant.

LAFAYETTE FRENCH, JR.,
U. S. Attorney, District of Minnesota.

[File indorsement omitted.]

(Appearance of Mr. S. W. Williams, special assistant to the Attorney General, as counsel for the appellant. Filed December 18, 1922.)

The clerk will enter my appearance as counsel for the appellant.

S. W. WILLIAMS,
Special Assistant to the Attorney General.

1 & 2 United States District Court, District of Minnesota, Sixth Division.

Pleas before the Honorable Judges of the District Court of the United States for the District of Minnesota, Sixth Division, at the November, A. D. 1921, term thereof, held at Fergus Falls, in said District and Division.

The United States of America,
Plaintiff,

vs.

Holt State Bank, a corporation, Deposit Bank of Winona, a corporation, Federal Land Bank of St. Paul, a corporation, Advance Rumely Thresher Company, a corporation, Minnesota Masonic Home, Christian Burchland, Christian Larsen Ring, Peter A. P. Sandstrom, Frank W. Erickson, Mary A. C. Beussman, Nels A. Fosen, Alva Luella Dale, Ludovic M. Larson, Alvina Silbaugh, Albert C. Jahr, Elizabeth Risberg, Carl Surmo, Engebret S. Moe, John F. Tapper, Annie Rowberg, Reier Reierson, George Olson, Axel Nelson, Bernard Larson, Knud O. Flakne, Margit Vaule, Olga C. Larson, Tina Wold, Joseph Boyesen, Thora Anderson, G. Howard Smith, L. E. Gossman, D. B. Bakke, A. N. Eckstrom, Joseph Boyesen, Clarence Larson, and Crookston State Bank, a corporation,
Defendants.

Equity No. 110.

Be It Remembered, That on the 7th. day of September, A. D. 1920, came the Complainant, The United States of America, and filed its Bill of Complaint in the above entitled cause, which is in the words and figures following, to wit:

3 United States District Court District of Minnesota
Sixth Division

No. ....

Bill of Complaint

The United States of America,
Plaintiff,

vs.

Holt State Bank, a corporation, Deposit Bank of Winona, a corporation, Federal Land Bank of St. Paul, a corporation, Advance Rumely Thresher Company, a corporation, Minnesota Masonic Home, Christian Burchland, Christian Larsen Ring, Peter A. P. Sandstrom, Frank W. Erickson, Mary A. C. Beussman, Nels A. Fosen, Alva Luella Dale, Ludovic M. Larson, Alvina Silbaugh, Albert C. Jahr, Elisabeth Risberg, Carl Surmo, Engebret S. Moe, John F. Tapper, Annie Rowberg, Reier Reierson, George Olson, Axel Nelson, Bernard Larson, Knud O. Flakne, Margit Vaule, Olga C. Larson, Tina Wold, Joseph Boyesen, Thora Anderson, G. Howard Smith, L. E. Gossman, D. B. Bakke, A. N. Eckstrom, Joseph Boyesen, Clarence Larson, and Crookston State Bank, a corporation,
Defendants.

In Equity

To the Honorable, the Judges of the District Court of the United States for the District of Minnesota:

The United States of America, by Alfred Jaques, United States Attorney, and William Anderson, Assistant United States Attorney, acting under the direction and pursuant to the authority of the Attorney General of the United States, brings this, its bill of complaint, against the defendants above named, citizens and residents of the state and district of Minnesota, and thereupon plaintiff complaining of the above named defendants, the full first name of L. E. Goss-

man, N. Whitford, D. B. Bakke and A. N. Eckstrom, being to the plaintiff unknown, alleges and shows:

4 I.

That the following named defendants, to wit: Holt State Bank, Minnesota Masonic Home, Deposit Bank of Winona, Clarence Larson, Annie Rowberg, Federal Land Bank of St. Paul, Peter A. P. Sandstrom, Mary A. C. Beussman and Advance Rumely Thresher Company, are made party defendants in this bill of complaint, by reason of certain mortgages upon the hereinafter described land. The defendants, Tine Wold and G. Howard Smith, are made party defendants hereto, by reason of a certain judgment lien against a portion of the hereinafter described land.

II.

That by the Act of Congress of January 14, 1889, (25 Statutes at Large, 642) commonly called the Nelson Act, the Chippewa Indians in the state of Minnesota ceded and relinquished, among other lands, their title in Township One Hundred Fifty-six (156) North, Range Forty-two (42) West, and Township One hundred Fifty-six (156) North, Range Forty-one (41) West, Fifth Principal Meridian, Minnesota, to the plaintiff, and said act further required that the aforesaid ceded lands should be surveyed in the manner provided by law for the survey of public lands, and should then be disposed of to actual settlers only, under the homestead law, each settler being required to pay for the land so taken by him, the sum of One and 25/100 ($1.25) dollars, for each and every acre, which money, after the deduction of certain expenses, was to be placed in the Treasury of the United States to the credit of all the Chippewa Indians in the state of Minnesota, as a permanent fund.

III.

That pursuant to the aforesaid Act of Congress, said lands were first surveyed in the year 1892; the official plat for Township One Hundred Fifty-six (156) North, Range Forty-one (41) West, being approved April 25, 1893, and the official plat for Township One Hundred Fifty-six (156) North, Range Forty-two (42) West, being approved May 15, 1893, certified copies of which plats are hereto attached, marked Exhibits "A" and "B", and hereby made a part hereof.

5 That, pursuant to Section 6 of the aforesaid Act of Congress of January 14, 1889, and under rules and

regulations prescribed in the Circular of the General Land Office of March 27, 1896, a certified copy of which is hereby attached and hereby made a part hereof, being marked Exhibit "C", the said lands, on May 15, 1896, were opened for entry under the provisions of the homestead laws, conditioned upon the payment of One and 25/100 ($1.25) dollars per acre.

IV.

That according to the official plats of the hereinbefore mentioned Township One Hundred Fifty-six (156) North, Range Forty-two (42) West, and Township One Hundred Fifty-six (156) North, Range Forty-one (41) West, Fifth Principal Meridian, Minnesota, as shown by the said Exhibits "A" and "B", a large tract of land was not surveyed in the year 1892, said tract of land being meandered and designated on the aforesaid plats as "Mud Lake". At the time said survey was made in 1892, the tract of land referred to in the plat as Mud Lake, was a large marsh, swamp or overflowed land, being largely covered with rushes and weeds, and water standing a large portion of the time on the said land to a depth not to exceed four and one-half feet, and the said tract of land, meandered as aforesaid, was only suitable to be drained and used for agricultural land, and the same, as a matter of fact, should have been surveyed at the time of the original survey in 1892, and was improperly and erroneously meandered.

V.

That on May 20, 1908, an Act of Congress was approved "to authorize the drainage of certain lands in the state of Minnesota. (35 Stat. 169)". By said Act it was provided that all lands in the state of Minnesota, when subject to entry and all entered lands for which no final certificates have issued, are hereby made and declared to be subject to all of the provisions of the laws of said state relating to the drainage of swamp or overflowed lands for agricultural purposes to the same extent and in the same manner in which lands of a like character held in private ownership, are, or may be subject to said laws.

6 That thereafter, and by reason of the authority of said Act of May 20, 1908, namely: on the 22nd day of January, 1910, notice was given by the Clerk of the District Court of Marshall County, Minnesota, of a hearing to be held at Warren, in said Marshall County, on February 26, 1910, in the matter of a petition for a public drainage ditch

in the counties of Marshall and Beltrami, in the state of Minnesota, which ditch is designated and numbered as Judicial Ditch No. 11, and after said hearing and by an order of the District Court of the County of Marshall, State of Minnesota, filed February 26, 1910, the aforesaid Judicial Ditch No. 11 crossing the land hereinbefore designated as Mud Lake, and by reason of the construction of the aforesaid Judicial Ditch No. 11, the said land was drained, which drainage was completed in the month of August, 1910.

VI.

That between July 16, 1913, and September 11, 1913, the General Land Office, under instructions dated June 26, 1913, caused a survey to be made of the hereinbefore mentioned tract of land, Mud Lake, a certified copy of a plat of the said survey is hereto attached and hereby made a part of this bill of complaint, being marked Exhibit "D" and "D-1".

VII.

That, pursuant to Section 6 of the aforesaid Act of Congress of January 14, 1889, and under rules and regulations prescribed in the Circular of the General Land Office of February 19, 1916, the lands formerly designated as Mud Lake and described as follows, to wit:

Lots five (5), six (6), seven (7), eight (8), nine (9), ten (10); the East half (E½) of the Southwest quarter (SW¼), and the Southeast quarter (SE¼) of Section Seven (7);
Lots five (5), six (6), seven (7), eight (8), and nine (9) of Section Eight (8);
Lots three (3), four (4), five (5), six (6), seven (7), eight (8); the West half (W½) of the Northeast quarter (NE¼), the East half (E½) of the Northwest quarter (NW¼), the East half (E½) of the Southwest quarter (SW¼), and the Southeast quarter (SE¼) of Section Seventeen (17);
Lots four (4) and five (5) of Section Sixteen (16);
Lot two (2) of Section Twenty-one (21);
7 Lots six (6), seven (7), eight (8), nine (9); the West half (W½) of the Northeast quarter (NE¼), and the Northwest Quarter (NW¼) of Section Twenty (20);
Lots two (2), three (3), four (4), five (5), six (6), seven (7); the North half (N½) of the Southeast quarter

(SE¼), the East half (E½) of the Southwest quarter (SW¼), the East half (E½) of the Northwest quarter (NW¼), and the Northeast quarter (NE¼) of Section Nineteen (19);
Lots seven (7), eight (8) and nine (9) of Section Thirty (30);
Lots one (1), two (2), three (3), four (4); the East half (E½) of the Northwest quarter (NW¼), the East half (E½) of the Southwest quarter (SW¼), and the Northeast quarter (NE¼) of the Southeast quarter (SE¼) of Section Eighteen (18),

All in Township One Hundred Fifty-six (156) North, Range Forty-one (41) West.

. . . . .

Lots five (5), six (6) and seven (7) of Section Twelve (12);
Lots two (2), three (3), four (4), five (5); the South half (S½) of the Northeast quarter (NE¼); the South half (S½) of the Northwest quarter (NW¼); the Southeast quarter (SE¼), and the Southwest quarter (SW¼) of Section Thirteen (13);
Lots five (5), six (6), seven (7) and eight (8) of Section Fourteen (14);
Lots five (5), six (6), seven (7) and eight (8) of Section Twenty-three (23);
Section Twenty-four (24);
Lot three (3) of Section Twenty-six (26);
Lots five (5), six (6), seven (7); the Northeast quarter (NE¼), and the North half (N½) of the Northwest quarter (NW¼) of Section Twenty five (25),

All in Township One Hundred Fifty-six (156) North, Range Forty-two (42) West,

were opened for entry pursuant to the homestead law, conditioned upon the payment of One and 25/100 ($1.25) dollars per acre, which was to be placed in the Treasury of the United States to the credit of all the Chippewa Indians in the state of Minnesota, as a permanent fund, a certified copy of said circular being hereto attached and hereby made a part hereof, being marked Exhibit "E". That the plaintiff, pursuant to the said circular, marked Exhibit
8 "E", has permitted all of the above described land to be entered upon, thirty-eight persons having made such entries, according to the provisions of said circular, Exhibit "E", but has not issued patents for any portion thereof, and still retains title thereto.

VIII.

That the defendants, and each of them, claim an interest in said lands by reason of ownership or interest in land bordering upon and touching the meander line of Mud Lake, as shown by Exhibit "A" and "B", which interest is adverse to the title of the complainant, and is a cloud upon the plaintiff's title to the said hereinbefore described lands; that the defendants' claims are, and each of them is, without any right whatsoever, and that none of the defendants has any estate, right, title in or lien upon said lands or any part thereof.

In consideration whereof, and forasmuch as the plaintiff is without full and adequate remedy at law and is only relievable in a court of equity, and to the end that the said defendants may make full, true and direct answer to all and singular the matters and things hereinbefore set forth as fully as if they had been particularly interrogated thereunto, but not under oath, an answer under oath being hereby expressly waived.

And the plaintiff prays that your Honors may decree that said defendants, and each of them, have no estate or interest whatsoever in or to said lands or premises, and that the title of the plaintiff is good and valid, save and except any and all rights acquired by the persons making entry according to the homestead laws under the circular of February 19, 1916, Exhibit "E", and that said defendants, and each of them, be forever enjoined and restrained from asserting any claim whatsoever in and to said lands and premises adverse to the plaintiff, and for such other and further relief as the equity of the case may require and to your Honors may seem proper.

ALFRED JAQUES
United States Attorney.

WILLIAM ANDERSON
Assistant United States Attorney.
Attorneys for Plaintiff,
302 Post Office Bldg.,
St. Paul, Minn.

Filed in U. S. District Court, Sep. 7, 1920.

(Memorandum of Clerk of District Court with reference to Exhibit A.)

Clerk's Note: The original of this map is in such poor condition that it can not be reproduced but a duplicate was introduced at the trial of the case and the same map is designated as "Gov. Ex. A."

L. A. LEVORSEN,
Deputy Clerk.

FOLD OUT IS TOO LARGE TO BE FILMED

(Exhibit A, Map of Township 156 North of Range 41 West of the 5th Principal Meridian, Minnesota)

FOLD OUT IS TOO LARGE TO BE FILMED

(Exhibit B, Map of Township 156 North of Range 42 West of the 5th Principal Meridian, Minnesota.)

11 Exhibit "C"

Settlement and Entry of Land in Red Lake Indian Reservation, Minnesota.

C. Department of the Interior,
General Land Office,
Washington, D. C., March 27, 1896.

Registers and Receivers,

Crookston and Duluth, Minn.

Gentlemen: The act of January 14, 1889 (25 Stat. L., 642), makes provision for obtaining the relinquishment and cession by the Chippewa Indians of certain portions of their reservations in the State of Minnesota, for the survey of the ceded lands; and for the examination of said lands with a view to classifying them into "pine lands" and "agricultural lands."

Section 6 of said act, a copy of which is hereto attached, provides for the disposal of the lands which may be classed as "agricultural."

The surveys and examination of a portion of the ceded lands of the Red Lake Reservation have been completed, and it has been determined to open said lands to settlement and entry in accordance with the provisions of the statute.

The hour of 9 o'clock a. m., Friday, May 15, 1896, has been fixed upon as the time on and after which these lands will be open to settlement and entry, and notices for publication, as required by statute, have been forwarded to the newspapers in which they are to be published.

A schedule of the lands to be opened is attached hereto, and you are particularly enjoined to exercise proper diligence in order that no entries may be allowed for any lands in said reservation except the tracts embraced in the schedule.

Because of errors in the survey of portions of the eastern and southwestern boundaries of the said Red Lake Reservation a resurvey of such portions has been found to be necessary. The lands which may be affected by the necessary resurveys are in T. 149 N., R. 39 W.; T. 150 N., R. 39 W.; T. 157 N., R. 27 W.; T. 158 N., R. 26 W., and T. 158 N., R. 27 W. These lands have been embraced in the schedule of lands

to be opened to settlement, and particular attention is called to them in notes following the several townships in which they are embraced in said schedule. You will allow no entries for said tracts until after the resurveys have been accepted by this office, and plats thereof filed in your respective offices. Upon the receipt of the approved plats of the resurvey you will proceed in accordance with the circular of October 21, 1885 (4 L. D., 202).

These lands will be subject to disposal to actual settlers only, under the provisions of the homestead law, except that the provisions of section 2301 of the Revised Statutes are not applicable, as proof of occupancy for five years is required before title can be perfected. Each settler is required to pay for the land settled upon the sum of $1.25 for each acre, said payment to be made in five equal annual installments.

Applicants for these lands must possess the qualifications required in the case of ordinary homestead entries.

The five annual payments required to be made for these lands must be paid at the end of the first, second, third, fourth, and fifth years, respectively, from the date of the homstead entry.

When parties who are entitled, under the provisions of section 2305 of the Revised Statutes, to credit upon the period of residence for military services performed in the late war, submit proof before the end of the fifth year from the date of entry, they must tender, with the proof, the full amount of purchase money remaining due for the tract embraced in their respective entries.

The usual fee and commissions must be paid at the time of original entry and when the final payment and proof are made, but you will not collect any payment for lands in excess of 160 acres embraced in one entry when the entry is allowed, as the payment for such excess area will be included in the whole amount required to be paid in installments.

Cash receipts of Form 4–140a, in duplicate, will be issued for the installments of the purchase money when paid, and when final proof and payment are made, a final homestead certificate (Form 4–196) and a final homestead receipt for the final commissions (Form 4–140) will be issued, in addition to a cash receipt, of Form 4–140a, for the final payment.

You will report the entries for said land in a separate, distinct, and consecutive series, and on separate abstracts,

commencing with No. 1 in each series (except that the cash receipts will be numbered in their proper order in the series which you will use for disposals of both "agricultural" and "pine" lands, under the said act of January 14, 1889), and report an account for the money received on account thereof in separate monthly and quarterly returns.

No specific instructions appear to be necessary under the second proviso to said section 6, as your records will show any subsisting entry for any of these lands, and under your general instructions no other entry can properly be allowed therefor. Nor is any special mention of the third proviso to said section necessary, as the privileges conferred thereby are found, also, in the general provisions of the homestead law, as modified by the provisions of section 2 of the act of March 2, 1889 (25 Stat. L., 854).

You will at once make requisitions for such blank forms as you will need in connection with the entry of these lands. Printed copies of these instructions for distribution will be forwarded to you as soon as practicable.

Very respectfully,

S. W. LAMOREUX, Commissioner.

Approved.

HOKE SMITH, Secretary.

An Act for the relief and civilization of the Chippewa Indians in the State of Minnesota.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled.

* * * * * * *

Sec. 6. That when any of the agricultural lands on said reservation not allotted under this act nor reserved for the future use of said Indians have been surveyed, the Secretary of the Interior shall give thirty days' notice through at least one newspaper published at Saint Paul and Crookston, in the State of Minnesota, and at, the expiration of thirty days, the said agricultural lands so surveyed, shall be disposed of by the United States to actual settlers only under the provisions of the homestead law: Provided, That each settler under and in accordance with the provisions of said homstead laws shall pay to the United States for the land so taken by him the sum of one dollar and twenty-five cents for each and every acre, in five equal

annual payments, and shall be entitled to a patent therefor only at the expiration of five years from the date of entry, according to said homestead laws, and after the full payment of said one dollar and twenty-five cents per acre therefor, and due proof of occupancy for said period of five years; and any conveyance of said lands so taken as a homestead or any contract touching the same, prior to the date of final entry, shall be null and void: Provided, That nothing in this act shall be held to authorize the sale or other disposal under its provision of any tract upon which there is a subsisting, valid, preemption or homestead entry, but any such entry shall be proceeded with under the regulations and decisions in force at the date of its allowance, and if found regular and valid, patents shall issue thereon: Provided, That any person who has not heretofore had the benefit of the homestead or preemption law, and who has failed from any cause to perfect the title to a tract of land heretofore entered by him under either of said laws, may make a second homestead entry under the provisions of this act.

* * * * * * *

Approved, January 14, 1889. (25 Stat. L., 642.)

Schedule of ceded Chippewa lands, formerly within the Red Lake Indian Reservation, Minnesota, to be opened to settlement and entry on Friday, May 15, 1896, at 9 o'clock a. m., central standard time.

Note.—The lands east of the range line between ranges 29 and 30 west of the fifth principal meridian will be subject to entry at the Duluth land office and those west of said line at the Crookston land office.

In township 147 north, range 35 west.

	Acres.
Lot 4, section 5	40.00
Lots 2, 3, 4, 5, 6, 7, 8, and 9, section 6	314.99
Total	354.99

In township 147 north, range 36 west.

Lots 1, 2, 3, 4, 5, 6, 7, 8, S. ½ NE. ¼ and S. ½ NW. ¼, section 1	499.10
Lots 5, 6, SE. ¼ NE. ¼, SW. ¼ NW. ¼, N. ½ SE. ¼, and SW. ¼, section 2	384.48
All sections 3 and 4	1,331.32

	Acres.
Lots 1, 2, and 4, S. ½ NE. ¼, S. ½ NW. ¼, SE. ¼, and SW. ¼, section 5	610.45
Lots 1, 2, 3, and 4, section 6	204.72
Lots 1, 2, 3, and 4, section 7	207.05
Lots 1, 2, 3, 4, NE. ¼ and NW. ¼, section 8	510.12
Lots 1, 2, 3, 4, N. ½ NE. ¼ and NW. ¼, section 9	341.82
Lots 1, 2, 3, 4, and N. ½ NW. ¼, section 10	174.12
Lots 4 and 5, section 11	25.58
Lot 1, section 18	.40
Total	4,289.16

In township 147 north, range 37 west.

Lots 1, 2, 3, 4, S. ½ NE. ¼, S. ½ NW. ¼, N. ½ SE. ¼, SE. ¼ SE. ¼, and SW. ¼, section 1	599.58
Lots 3, 4, S. ½ NE. ¼, S. ½ NW. ¼, SE. ¼, and SW. ¼, section 2	560.08
All section 3	640.64
Lots 1, 2, S. ½ NE. ¼, S. ½ NW. ¼, NW. ¼ SE. ¼, S. ½ SE. ¼, and SW. ¼, section 4	520.25
Lots 2, 3, SW. ¼ NE. ¼, SE. ¼ NW. ¼, N. ½ SE. ¼, and SE. ¼ SE. ¼, section 5	279.59
Lots 1, 7, and 8, section 6	110.24
Lots 1, 2, 3, NW. ¼ SE. ¼, and NE. ¼ SW. ¼, section 7	188.18
NE. ¼ NE. ¼, SW. ¼ NW. ¼, and NE. ¼ SE. ¼, section 8	120.00
All section 9	640.00
NE. ¼, N. ½ NW. ¼, SE. ¼ NW ¼, SE. ¼, and SW. ¼, section 10	600.00
All section 11	640.00
E. ½ NE. ¼, NW. ¼ NW. ¼, S. ½ NW. ¼, E. ½ SE. ¼, and W. ½ SW. ¼, section 12	360.00
Lots 4, 5, 6, and 7, section 13	88.56
Lots 4, 5, 6, 7, and N. ½ NW. ¼, section 14	198.40
Lots 5, 6, 7, 8, N. ½ NE. ¼, SW. ¼ NE. ¼ and NW. ¼, section 15	381.28
Lots 2, 3, NE. ¼, NE. ¼ NW. ¼, S. ½ NW. ¼, N. ½ SE. ¼, and SW. ¼, section 17	587.50
Lot 3, SE. ¼ NW. ¼, S. ½ SE. ¼, and E. ½ SW. ¼, section 18	238.26
Lots 5, 6, and 7, section 19	104.00
Lots 3 and 4, section 20	24.39
Total	6,880.95

	Acres.
In township 147 north, range 38 west.	
Lots 2, 3, 4, SW. ¼ NE. ¼, S. ½ NW. ¼, N. ½ SE. ¼, SE. ¼ SE. ¼, SW. ¼, section 1	515.40
All section 2	640.36
Lots 5, 7, 9, 10, 11, S. ½ NE. ¼, and NE. ¼ SE. ¼, section 3	317.17
Lot 5, section 4	.13
Lot 2, section 10	12.34
Lots 4, 5, 6, NE. ¼, E. ½ NW. ¼, and N. ½ SE. ¼, section 11	403.31
SE. ¼ NE. ¼, SE. ¼, N. ½ SW. ¼, and SE. ¼ SW. ¼, section 12	320.00
Lots 3, 4, 5, 6, NW. ¼ NE. ¼, S. ½ NE. ¼, E. ½ NW. ¼, and N. ½ SE. ¼, section 13	390.44
Lot 4, section 14	7.74
Lot 5, section 24	19.75
Total	2,626.64
In township 148 north, range 33 west.	
Lots 3, 4, 6, 11, 12, section 4	132.60
All fractional section 5	469.69
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 14, section 6	522.13
Lot 1, section 7	38.20
Lots 2, 3, 4, 5, N. ½ NE. ¼, NW. ¼, and NE. ¼ SW. ¼, section 8	418.93
Lot 8, section 9	15.45
Lots 6, 7, and SW. ¼ NW. ¼, section 17	126.30
SW. ¼ NE¼, section 18	40.00
Lot 2, section 19	40.17
Total	1,803.47
In township 148 north, range 34 west.	
All sections 1 and 2	1,365.02
Lots 1, 2, 4, 5, 6, 7, 8, 9, 10, SW. ¼ NE. ¼, and N. ½ SE. ¼, section 3	451.72
Lots 1, 2, 3, 4, 5, S. ½ NE. ¼, N. ½ SE. ¼, SW. ¼ SE. ¼, and SW. ¼, section 4	579.01
Lots 2, 3, 4, 5, 6, 7, 8, 9, 11, and SW. ¼ NW. ¼, section 5	383.82
Lots 1, 2, 3, 8, 9, and S. ½ NE. ¼, section 6	251.67

	Acres.
Lots 1, 2, 3, 4, 6, and NE. ¼ SW. ¼, section 8	210.70
Lot 1, W. ½ NE. ¼, E. ½ NW. ¼, NW. ¼ SE. ¼ SE. ¼ SE. ¼, and N. ½ SW. ¼, section 9	334.30
Lots 1, 2, 3, 4, 5, SW. ¼ SE. ¼, N. ½ SW. ¼, and SE. ¼ SW. ¼, section 10	276.75
All fractional section 11	406.98
NE. ¼ NE. ¼, S. ½ NE. ¼, NW. ¼, NW. ¼ SE. ¼, S. ½ SE. ¼, and SW. ¼, section 12	560.00
Lots 1, 3, 4, N. ½ NE. ¼, NW. ¼, NW. ¼ SE. ¼, and S. ½ SE. ¼, section 13	435.50
Lots 1, 2, 3, 4, NE. ¼ NE. ¼, S. ½ NW. ¼, SW. ¼ SE. ¼, and SW. ¼, section 14	467.35
NE. ¼, E. ½ NW. ¼, SE. ¼, and NE. ¼ SW. ¼, section 15	440.00
SE. ¼ SW. ¼, section 17	40.00
Lot 3 and SE. ¼ SW. ¼, section 19	73.30
NE. ¼ SW. ¼, section 20	40.00
NE. ¼ NW. ¼, section 21	40.00
Lot 1, N. ½ NE. ¼, SE. ¼ NE. ¼, NW. ¼ SE. ¼, and SE. ¼ SE. ¼, section 22	231.40
Lots 1, 2, 3, 4, 5, NW. ¼, SW. ¼ SE. ¼, N. ½ SW. ¼, and SE. ¼ SW. ¼, section 23	470.50
Lots 1, 2, 3, 4, 5, 6, 7, 8, and NE. ¼ NE. ¼, section 24	290.54
Lot 1, section 25	4.19
Lots 1 and 2, section 26	38.20
Lots 1, 3, and 4, section 27	93.95
Lot 3, and NW. ¼ SW. ¼, section 29	79.55
Lot 4, NE. ¼ NW ¼, and SE. ¼, SE. ¼, section 30	114.34
Lot 1, section 31	13.95
Lot 1, section 32	3.22
Total	7,696.16

In township 148 north, range 35 west.

Lots 1, 2, 3, 4, SW. ¼ NE. ¼, SE. ¼ NW. ¼, and NW. ¼ SW. ¼, section 1	274.86
Lots 1, 2, 3, 4, S. ½ NE. ¼, S. ½ NW. ¼, N. ½ SE. ¼, SW. ¼ SE. ¼, SW. ¼, section 2	601.90
All section 3	638.92
Lots 1, 2, 3, S. ½ NE. ¼, SE. ¼ NW. ¼, and NW. ¼ SE. ¼, section 4	274.26
Lot 4, SW. ¼ NW. ¼, NW. ¼ SE. ¼, N. ½ SW. ¼, and SW. ¼ SW. ¼, section 5	239.93

	Acres.
Lots 1, 2, 3, 5, 7, S. ½ NE. ¼, SE. ¼ NW. ¼, SE. ¼, and E. ½ SW. ¼, section 6	558.64
Lots 1, 2, 3, 4, W. ½ NE. ¼, E. ½ NW. ¼, SE. ¼, and E. ½ SW. ¼, section 7	550.84
NW. ¼ NE. ¼, S. ½ NE. ¼, E. ½ NW. ¼, SE. ¼, N. ½ SW. ¼, and SE. ¼ SW. ¼, section 8	480.00
NE. ¼, E. ½ NW. ¼, NE. ¼ SE. ¼, SW. ¼ SE. ¼, NE. ¼ SW. ¼, and S. ½ SW. ¼, section 10	440.00
W. ½ NE. ¼, NW. ¼, N. ½ SE. ¼, and SW. ¼, section 11	480.00
NW. ¼ SE. ¼, SE. ¼ SE. ¼, and SE. ¼ SW. ¼, section 12	120.00
NW. ¼ NE. ¼, SE. ¼ NE. ¼, and E. ½ NW. ¼, section 13	160.00
SE. ¼ NE ¼, NW. ¼ NW. ¼, SE. ¼, and NE. ¼ SW. ¼, section 14	280.00
Lots 3, 6, and SE. ¼ NW. ¼, section 15	119.80
NW. ¼ NE. ¼, S. ½ NE. ¼, NW. ¼, SE. ¼, and SW. ¼, section 17	600.00
Lots 1, 2, E. ½ NE. ¼, SE. ¼ NW. ¼, and NE. ¼ SE. ¼, section 18	235.17
Lots 1, 2, NE. ¼, E. ½ NW. ¼, W. ½ SE. ¼, and E. ½ SW. ¼, section 20	470.35
Lots 1, 2, 5, 6, and NE. ¼ SE. ¼, section 21	136.60
Lots 1, 2, 3, 4, 5, 6, 8, 9, SE. ¼ NE. ¼, SE. ¼ NW. ¼, and W. ½ SW. ¼, section 22	362.50
NE. ¼ and S. ½ SE. ¼, section 23	240.00
SE. ¼ NE. ¼, N. ½ SE. ¼, and SW. ¼ SE. ¼, section 24	160.00
Lots 1, 2, 3, 4, 5, 6, SE. ¼ NE. ¼, SW. ¼ NW. ¼, and NE. ¼ SW. ¼, section 26	282.49
All fractional section 27	523.03
Lot 2, SE. ¼ NE. ¼, W. ½ NW. ¼, NE. ¼ SE. ¼, and W. ½ SW. ¼, section 28	268.25
NE. ¼, E. ½ NW. ¼, SE. ¼, and SW. ¼, section 29	560.00
Lot 3, SE. ¼ NE. ¼, SE. ¼, and E. ½ SW. ¼, section 30	318.24
All section 31	634.54
NE. ¼, NW. ¼, W. ½ SE. ¼, and SW. ¼, section 32	560.00
Lot 1 (39.91 acres), E. ½ NE. ¼, and N. ½ SE. ¼, section 33	199.91
Lots 1, 2, 3, 4, NE. ¼, N. ½ NW. ¼, SW. ¼ NW. ¼, N. ½ SE. ¼, and N. ½ SW. ¼, section 34	517.74

	Acres.
Lots 1, 2, 3, 4, 5, 6, 7, 8, SW. ¼ NE. ¼, and NW. ¼, section 35	384.93
Total	11,672.90

In township 148 north, range 36 west.

All sections 1, 2, and 3	1,881.12
All fractional section 4	455.81
Lots 1, 2, 3, 4, 5, 6, 7, 9, SW. ¼ SE. ¼, and S. ½ SW. ¼, section 5	354.88
Lots 1 and 4, section 6	76.49
Lots 1, 2, 3, and 4, section 7	182.80
Lot 1, NE. ¼, W. ½ NW. ¼, N. ½ SE. ¼, SW. ¼ SE. ¼, NW. ¼ SW. ¼, and S. ½ SW. ¼, section 8	510.50
Lots 1, 2, 3, 4, 5, 6, and 9, W. ½ NE. ¼, N. ½ NW. ¼, SE. ¼ NW. ¼, section 9	351.05
All fractional section 10	360.90
NE. ¼, NW. ¼, SE. ¼, N. ½ SW. ¼, and SE. ¼ SW. ½, section 11	600.00
All section 12	640.00
NE. ¼, N. ½ NW. ¼, NW. ¼ SE. ¼, SE. ¼ SE. ¼, and NE. ¼ SW. ¼, section 13	360.00
SW. ¼ NW. ¼, section 14	40.00
Lots 1, 2, 3, 5, 6, 7, NE. ¼ NE. ¼, S. ½ NE. ¼, and NW. ¼ SE. ¼, section 15	307.00
Lots 1, 2, 3, 4, 5, and 8, NW. ¼ NW. ¼, and SW. ¼ SW. ¼, section 17	216.25
Lots 1, 2, 3, 4, section 18	183.82
Lots 1, 2, 3, and 4, section 19	200.08
Lot 1, NW. ¼ NW. ¼, S. ½ NW. ¼, S. ½ SE. ¼, NE. ¼ SW. ¼, and S. ½ SW. ¼, section 20	360.75
SW. ¼ SE. ¼, NW. ¼ SW. ¼, and S. ½ SW. ¼, section 21	160.00
SW. ¼ SE. ¼, and SE. ¼ SW. ¼, section 22	80.00
W. ½ SE. ¼, NE. ¼ SW. ¼, and SW. ¼ SW ¼, section 23	160.00
S. ½ NE. ¼, SE. ¼, and SW. ¼, section 25	400.00
NW. ¼ NE. ¼, W. ½ NW. ¼, SE. ¼, and SE. ¼ SW. ¼, section 26	320.00
SW. ¼ NW. ¼, and SW. ¼, section 27	200.00
NW. ¼ NE. ¼, S. ½ NE. ¼, N. ½ NW. ¼, SE. ¼ NW. ¼, NE. ¼ SE. ¼, S. ½ SE. ¼, and S. ½ SW. ¼, section 28	440.00

	Acres.
NE. ¼, NW. ¼, N. ½ SE. ¼, SW. ¼ SE. ¼, and SW. ¼, section 29	600.00
Lots 1, 2, 3, and 4, section 30	188.46
Lots 1, 2, 3, and 4, section 31	193.64
S. ½ NE. ¼, NW. ¼, N. ½ SE. ¼, and SW. ¼, section 32	480.00
NE. ¼ NW. ¼, S. ½ NW. ¼, NW. ¼ SE. ¼, S. ½ SE. ¼, and E. ½ SW. ¼, section 33	320.00
NE. ¼ NE. ¼, S. ½ NE. ¼, SE. ¼ NW. ¼, S. ½ SE. ¼, NE. ¼, SW. ¼, and S. ½ SW. ¼, section 34	360.00
NE. ¼ NE. ¼, SW. ¼ NE. ¼, N. ½ NW. ¼, and W. ½ SW. ¼, section 35	240.00
Total	11,223.55

In township 148 north, range 37 west.

Lots 2, 4, S. ½ NE. ¼, S. ½ NW. ¼, SE. ¼, and SW. ¼, section 1	531.92
Lot 2, S. ½ NE. ¼, N. ½ SE. ¼, SE. ¼ SE. ¼, and N. ½ SW. ¼, section 2	306.61
SE. ¼, section 3	160.00
Lots 8 and 10, and W. ½ SW. ¼, section 5	131.75
Lots 2, 3 and 4, section 6	97.42
Lots 2, 3, 4, NE. ¼, E. ½ NW. ¼, SE. ¼, E. ½ SW. ¼, section 7	583.50
All section 8	640.00
W. ½ NE. ¼, SW. ¼ NW. ¼, SE. ¼, and SW. ¼, section 9	440.00
NE. ¼, NE. ¼ NW. ¼, S. ½ NW. ¼, SE. ¼, and SW. ¼, section 10	600.00
E. ½ NE. ¼, SE. ¼ and SW. ¼, section 11	400.00
All sections 12 to 15, inclusive	2,560.00
NW. ¼ NE. ¼, S. ½ NE. ¼, NW. ¼, NW. ¼ SE. ¼, S. ½ SE. ¼, and SW. ¼, section 17	560.00
Lots 1, 2, 3, 4, NE. ¼, E. ½ NW. ¼, NE. ¼ SE. ¼, S. ½ SE. ¼, and E. ½ SW. ¼, section 18	573.44
All sections 19 and 20	1,250.72
NW. ¼ NE. ¼, S. ½ NE. ¼, NW. ¼ NW. ¼, S. ½ NW. ¼, N. ½ SE. ¼, SW. ¼ SE. ¼, and SW. ¼, section 21	520.00
All sections 22 and 23	1,280.00
Lots 1, 2, 3, 4, 5, NE. ¼ NE. ¼, N. ½ NW. ¼, SE. ¼, NW. ¼ SW. ¼, and S. ½ SW. ¼, section 24	553.25

	Acres.
E. ½ NE. ¼, SE. ¼, NE. ¼ SW. ¼, and S. ½ SW. ¼, section 25	360.00
All section 26	640.00
NE. ¼, N. ½ NW. ¼, SE. ¼ NW. ¼, SE. ¼, NE. ¼ SW. ¼, and S. ½ SW. ¼, section 27	560.00
N. ½ NE. ¼, SW. ¼ NE. ¼, W. ½ NW. ¼, N. ½ SE. ¼, N. ½ SW. ¼, and SE. ¼ SW. ¼, section 28	400.00
NE. ¼, NW. ¼, N. ½ SE. ¼, and N. ½ SW. ¼, section 29	480.00
Lots 1, 2, 3, 4, NE. ¼, E. ½ NW. ¼, N. ½ SE. ¼, SE. ¼ SE. ¼, and E. ½ SW. ¼, section 30	573.28
Lots 1, 2, 4, NW. ¼ NE. ¼, and SE. ¼ SE. ¼, section 31	178.24
NE. ¼ SE. ¼ and SW. ¼ SE. ¼, section 32	80.00
N. ½ NE. ¼, NE. ¼ NW. ¼ and SW. ¼ SE. ¼, section 33	160.00
NE. ¼, NE. ¼ NW. ¼, NE. ¼ SE. ¼, S. ½ SE. ¼, and SE. ¼ SW. ¼, section 34	360.00
All section 35	640.00
Total	15,620.13

In township 148 north, range 38 west.

All section 1	616.19
Lots 1, 2, 3, 4, S. ½ NE. ¼, S. ½ NW. ¼, SE. ¼, and SW. ¼, SW. ¼, section 2	500.00
Lots 1, 2, 3, 4, S. ½ NE. ¼, S. ½ NW. ¼, and SW. ¼, section 3	462.78
All section 4	626.00
All fractional section 5	575.01
Lots 1, 2, 3, 4, 5, 7, 8, 9, S. ½ NE. ¼, SE. ¼ NW. ¼, N. ½ SE. ¼, SE. ¼ SE. ¼, and NE. ¼ SW. ¼, section 6	535.31
Lots 1, 2, 3, 4, NE. ¼ NE. ¼, S. ½ NE. ¼, SE. ¼ NW. ¼, SE. ¼, and NE. ¼ SW. ¼, section 7	456.92
All sections 8 and 9	1,280.00
All fractional section 10	584.00
All sections 11 to 14, inclusive	2,560.00
All fractional section 15	587.75
All section 17	640.00
Lots 1, 3, 4, NE. ¼, SE. ¼ NW. ¼, SE. ¼, and NE. ¼ SW. ¼, section 18	494.64
Lots 1, 2, 3, 4, and NE. ¼ NE. ¼, section 19	159.57

	Acres.
NE. ¼, NW. ¼, SE. ¼, N. ½ SW. ¼, SE. ¼ SW. ¼, and lot 1, section 20	626.01
All sections 21 to 27, inclusive	4,480.00
Lot 1, NE. ¼, NW. ¼, SE. ¼, N. ½ SW. ¼, and SE. ¼ SW. ¼, section 28	637.75
Lots 1, 2, 3, N. ½ NE. ¼, and SE. ¼ NE. ¼, section 29	227.71
Lots 1, 2, 3, 4, 5, 6, N. ½ NE. ¼, and SE. ¼ NE. ¼, section 33	285.60
N. ½ NE. ¼, SW. ¼ NE. ¼, NW. ¼, NW. ¼, SE. ¼, S. ½ SE. ¼, N. ½ SW. ¼, and SE. ¼ SW. ¼, section 34	520.00
Lot 1, NE. ¼, NW. ¼, W. ½ SE. ¼, and NE. ¼ SW. ¼, section 35	471.25
Total	17,326.49

In township 148 north, range 39 west.

Lots 2, 3, 4, 5, 6, 7, 8, S. ½ NW. ¼, NW. ¼ SE. ½, and S. ½ SE. ¼, section 1	429.61
Lots 1, 2, 3, 4, 6, 7, S. ½ NE. ¼, SE. ¼ NW. ¼, N. ½ SE. ¼, and SE. ¼ SE. ¼, section 2	469.52
Lot 1, section 3	19.02
Lots 1 and 4, section 11	49.23
Lots 1, 3, NE. ¼ NE. ¼, S. ½ NE. ¼, NW. ¼ NW¼, SE. ¼ NW. ¼, and SE. ¼, section 12	450.27
Lots 1, 5, 6, and NE. ¼ NE. ¼, section 13	103.71
Total	1,521.36

In township 149 north, range 32 west.

Lots 5 and 8, section 6	61.55
Lot 2, section 7	38.65
Total	100.20

In township 149 north, range 33 west.

Lot 9, section 1	36.10
Lot 1 and E. ½ SE. ¼, section 3	96.25
Lot 5, S. ½ SE. ¼, and SW. ¼, section 4	278.00
Lot 6, SE. ¼ NW. ¼, N. ½ SW. ¼, and SE. ¼ Sw. ¼, section 5	181.50
Lot 5 and E. ½ SE. ¼, section 6	122.95

	Acres.
NE. ¼ NE. ¼, and SE. ¼ NW. ¼, section 7	80.00
E. ½ NW. ¼, section 8	80.00
Lot 2, NW. ¼ NE. ¼, NE. ¼ NW. ¼, SW. ¼ NW. ¼, N. ½ SW. ¼, and SE. ¼ SW. ¼, section 9	263.60
SE. ¼ NE. ¼, NE. ¼ SE. ¼, S. ½ SE. ¼, and S. ½ SW. ¼, section 10	240.00
S. ½ SW. ¼, section 11	80.00
Lots 9 and 10, section 12	10.00
N. ½ NE. ¼, SW. ¼ NE. ¼, NE. ¼ NW. ¼, and NW. ¼ SE. ¼, section 15	200.00
Loe 3, W. ½ SE. ¼, and S. ½ SW. ¼, section 17	186.75
Lots 4, 5, 6, 7, 8, 9, and W. ½ SE. ¼, section 18	242.26
Lots 1, 2, 3, 4, 5, 6, W. ½ NE. ¼, SE. ¼ NW. ¼, and N. ½ SE. ¼, section 19	400.98
W. ½ NE. ¼, NW. ¼, NW. ¼ SE. ¼, S. ½ SE. ¼, and N. ½ SW. ¼, section 20	440.00
Lot 2, NW. ¼ SE. ¼, and NE. ¼ SW. ¼, section 22	108.25
Lots 1 and 3, section 26	72.70
Lots 1, 3, 4, 5, SW. ¼ NE. ¼, N. ½ SE. ¼, and SW. ¼, section 27	407.77
SW. ¼ NE. ¼, SW. ¼ NW. ¼, E. ½ SE. ¼, and SW. ¼, section 28	320.00
All fractional section 29	514.67
Lots 1, 2, and 3, section 30	37.05
Lots 1, 2, 3, 4, and 5, section 31	152.83
All fractional section 32	527.50
Lots 1, 2, 3, 5, N. ½ NE. ¼, SW. ¼ NE. ¼, N. ½ NW. ¼, and NE. ¼ SE. ¼, section 33	406.00
Lots 2, 3, and NW. ¼ NW. ¼, section 34	56.50
Total	5,541.66

In township 149 north, range 34 west.

Lot 2 and SE. ¼ NE. ¼, section 1	80.00
Lots 1, 2, 3, 4, 7, 8, and SW. ¼ SW. ¼, section 2	216.46
Lots 1, 2, 3, 4, S. ½ NE. ¼, S. ½ NW. ¼, NE. ¼ SE. ¼, and NE. ¼ SW. ¼, section 3	390.54
Lots 1, 3, 4, S. ½ NE. ¼, S. ½ NW. ¼, SE. ¼, NE. ¼ SW. ¼, and S. ½ SW. ¼, section 4	560.91
Lot 1, SW. ¼ NE. ¼, SW. ¼ NW. ¼, and SW. ¼, section 5	283.25
Lots 2, 3, 4, 5, 6, 7, S. ½ NE. ¼, SE. ¼ NW. ¼, SE. ¼, and E. ½ SW. ¼, section 6	618.25
All section 7	651.88

	Acres.
W. ½ NE. ¼, NW. ¼ SE. ¼, and NE. ¼ SW. ¼, section 8	162.96
Lots 1, 2, N. ½ NE. ¼, SE. ¼ NE. ¼, NW. ¼, SW ¼ SE. ¼, NE. ¼ SW. ¼, S. ½ SW. ¼, section 9	505.50
Lot 5, N. ½ NW ¼, and SW. ¼ NW. ¼, section 10	140.15
Lot 1, and NE. ¼ SW. ¼, section 12	64.50
SW. ¼ SE. ¼, and SE. ¼ SW. ¼, section 14	80.00
Lot 3, and W. ½ NW. ¼, section 15	119.80
NE. ¼ NW. ¼, section 17	40.69
NW. ¼ NE. ¼, and NE. ¼ NW. ¼, section 18	80.00
Lots 1, 2, 3, 4, SW. ¼ SE. ¼, and E. ½ SW. ¼, section 19	292.70
SE. ¼ NE. ¼, NW. ¼ NW. ¼, E. ½ SE. ¼, SW. ¼ SE. ¼, NW. ¼ SW. ¼, and S. ½ SW. ¼, section 20	326.38
N. ½ NE. ¼, SE. ¼ NE. ¼, NE. ¼ NW. ¼, S. ½ NW. ¼, SE. ¼, and SW. ¼, section 21	560.00
NE. ¼, NW. ¼, N. ½ SE. ¼, and SW. ¼, section 22	560.00
NE. ¼, N. ½ NW. ¼, SE. ¼ NW. ¼, SE. ¼, NW. ¼ SW. ¼, and S. ½ SW. ¼, section 23	560.00
Lots 1, 3, 4, 5, 6, 7, 8, NE. ¼ NE. ¼, NW. ¼ NW. ¼, and W. ½ SW. ¼, section 24	406.25
Lots 1, 2, 4, 5, 6, 7, and 8, section 25	231.90
Lots 1, 2, 3, 4, N. ½ NE. ¼, SW. ¼ NE. ¼, NE. ¼ NW. ¼, S. ½ NW. ¼, W. ½ SE. ¼, SW. ¼, section 26	567.35
NW. ¼ NE. ¼, S. ½ NE. ¼, N. ½ NW. ¼, SE. ¼, NW. ¼ SW. ¼, and S. ½ SW. ¼, section 27	480.00
NE. ¼ NE. ¼, SW. ¼ NW. ¼, S. ½ SE. ¼, and S. ½ SW. ¼, section 28	240.00
Lots 1, 3, 4, N. ½ NE. ¼, SE. ¼ NE. ¼, N. ½ NW. ¼, NW. ¼ SW. ¼, and S. ½ SW. ¼, section 29	412.26
Lots 1, 2, 4, N. ½ NE. ¼, SW. ¼ NE. ¼, E. ½ NW. ¼, NW. ¼ SE. ¼, S. ½ SE. ¼, E. ½ SW. ¼, section 30	529.07
Lots 2, 3, 4, 5, 6, 7, NE. ¼, NW. ¼ SE. ¼, and S. ½ SE. ¼, section 31	490.43
All fractional section 32	582.45
Lots 1, 4, N. ½ NE. ¼, SE. ¼ NE. ¼, NW. ¼, NE. ¼ SE. ¼, and NW. ¼ SW. ¼, section 33	431.70
All of section 34	640.00

	Acres.
Lot 1, NW. ¼ NE. ¼, S. ½ NE. ¼, NW. ¼ NW. ¼, S. ½ NW. ¼, SE. ¼, and SW. ¼, section 35.	595.80
Total	11,901.18

In township 149 north, range 35 west.

Lots 1, 3, SW. ¼ NW. ¼, and W. ½ SW. ¼, section 1	198.75
Lot 4, SE. ¼ NE. ¼, S. ½ NW. ¼, SE. ¼ and SW. ¼, section 2	479.30
Lots 2, 3, 4, S. ½ NE. ¼, S. ½ NW. ¼, SE. ¼, and SW. ¼, section 3	601.36
Lots 1, 2, 3, 5, 6, 7, 8, 9, S. ½ NE. ¼, SE. ¼ NW. ¼, and N. ½ SE. ¼, section 4	459.48
Lot 3, SW. ¼ NE. ¼, S. ½ NW. ¼, SE. ¼, and SW. ¼, section 5	478.81
Lots 4, 5, 6, 7, SE. ¼ NW. ¼, NE. ¼ SE. ¼, S. ½ SE. ¼, and E. ½ SW. ¼, section 6	356.90
All fractional section 7	336.95
All section 8	640.00
Lots 2, 3, 4, E. ½ NE. ¼, SW. ¼ NW. ¼, NE. ¼ SE. ¼, S. ½ SE. ¼, and SW. ¼, section 9	510.65
NW. ¼ NE. ¼, NW. ¼, W. ½ SE. ¼, and SW. ¼, section 10	440.00
NE. ¼, NW. ¼ NW. ¼, S. ½ NW. ¼, SE. ¼, and E. ½ SW. ¼, section 11	520.00
W. ½ NW. ¼, NW. ¼ SE. ¼, S. ½, SE. ¼, and SW. ¼, section 12	360.00
NW. ¼ NE. ¼, S. ½ NE. ¼, NW. ¼, NW. ¼ SE. ¼, S. ½ SE. ¼, NE. ¼ SW. ¼, and S. ½ SW. ¼, section 13	520.00
NE. ¼, SE. ¼, and E. ½ SW. ¼, section 14	400.00
W. ½ NE. ¼, E. ½ NW. ¼, section 15	160.00
Lots 1, 2, N. ½ NE. ¼, SW. ¼ NE. ¼, NW. ¼, NW. ¼ SE. ¼, and E. ½ SW. ¼, section 17	473.95
Lots 1, 2, 3, 4, 5, 6, 7, and SE. ¼ SW. ¼, section 18	232.20
Lots 1, 2, 3, 4, W. ½ NE. ¼, E. ½ NW. ¼, S. ½ SE. ¼, and E. ½ SW. ¼, section 19	478.55
Lot 1, NE. ¼ NW. ¼, S. ½ NW. ¼, and SW. ¼, section 20	314.75
Lots 1, 2, 3, and W. ½ NE. ¼, section 23	191.00
Lots 1, 3, 4, NE. ¼, NE. ¼ SE. ¼, SW. ¼ SE. ¼, and S. ½ SW. ¼, section 24	385.90
NE. ¼ NE. ¼, SW. ¼ NE. ¼, NW. ¼ SE. ¼, S. ½ SE. ¼, and S. ½ SW. ¼, section 25	280.00

	Acres.
Lots 2, 5, 6, 7, 8, NE. ¼ NE. ¼, NW. ¼ NW. ¼, and SE. ¼, section 26	344.62
Lots 1, 2, 3, NE. ¼ NE. ¼, S. ½ NE. ¼, E. ½ NW. ¼, N. ½, SE. ¼, NE. ¼ SW. ¼, and SW. ¼ SW. ¼, section 27	419.80
S. ½ SE. ¼, section 28	80.00
NW. ¼ and SW. ¼, section 29	320.00
All section 30	640.36
Lots 1, 2, 3, 4, NE. ¼, SE. ¼ NW. ¼, E. ½ SE. ¼, and E. ½ SW. ¼, section 31	522.62
NW. ¼ and S. ½ SW. ¼, section 32	240.00
E. ½ NE. ¼, and N. ½ SE. ¼, section 33	160.00
All section 34	640.00
All fractional section 35	543.55
Total	12,729.50

In township 149 north, range 36 west.

Lots 1, 2, 3, 5, 6, N. ½ SE. ¼, N. ½ SW. ¼, and SE. ¼ SW. ¼, section 1	356.72
Lots 5, 7, and 8, section 2	101.45
Lots 1, 2, 3, 4, S. ½ NW. ¼, N. ½ SW. ¼, and SW. ¼ SW. ¼, section 3	338.59
Lots 1, 2, 3, 4, S. ½ NE. ¼, S. ½ NW. ¼, SE. ¼, N. ½ SW. ¼, and SW. ¼ SW. ¼, section 4	604.62
Lots 1, 2, 3, 4, 5, 6, 7, 8, S. ½ NE. ¼, S. ½ NW. ¼, NW. ¼ SE. ¼, SE. ¼ SE. ¼, and N. ½ SW. ¼, section 5	583.95
All section 6	639.21
Lots 1, 2, 3, 4, 5, NE. ¼, NE. ¼ NW. ¼, NW. ¼ SE. ¼, SE. ¼ SE. ¼, and E. ½ SW. ¼, section 7	550.85
All fractional section 8	586.45
NE. ¼, NW. ¼ NW. ¼, SE. ¼ NW. ¼, SE. ¼ and SW. ¼, section 9	560.00
NE. ¼ NE. ¼, SW. ¼ NW. ¼, S. ½ SE. ¼, and SW. ¼, section 10	320.00
SE. ¼ and SW. ¼, section 11	320.00
Lots 1, 2, 3, 4, 5, NW. ¼ SW. ¼, and S. ½ SW. ¼, section 12	268.40
Lots 1, 2, S. ½ NE. ¼, NW. ¼, SE. ¼, and SW. ¼, section 13	624.75
NE. ¼, NW. ¼, E. ½ SE. ¼, and SW. ¼, section 14	560.00
All section 15	640.00
All section 17	640.00

	Acres.
Lots 1, 2, 3, 4, 5, 6, N. ½ SE. ¼, and E. ½ SW. ¼, section 18	379.71
Lots 1, 2, 3, 6, 7, and N. ½ SE. ¼, section 19	179.65
Lots 1, 2, 3, 4, 5, 6, 8, NW. ¼ NE. ¼, SE. ¼ NE. ¼, NE. ¼ NW. ¼, NE. ¼ SE. ¼, and S. ½ SE. ¼, section 20	468.30
N. ½ NE. ¼, NE. ¼ NW. ¼, S. ½ NW. ¼, SW. ¼ SE. ¼, and SW. ¼, section 21	400.00
N. ½ NE. ¼, SW. ¼ SE. ¼, NE. ¼ SW. ¼, and S. ½ SW. ¼, section 22	240.00
SW. ¼ NE. ¼, and N. ½ NW. ¼, section 23	120.00
NE. ¼, N. ½ NW. ¼, SE. ¼ NW. ¼, SE. ¼, and E. ½ SW. ¼, section 24	520.00
NE. ¼, E. ½ NW. ¼, SE. ¼, and SW. ¼, section 25	560.00
NW. ¼ NE. ¼, S. ½ NE. ¼, SE. ¼ NW. ¼, N. ½ SE. ¼, SE. ¼ SE. ¼, and NW. ¼ SW ¼, section 26	320.00
SE. ¼ NE. ¼, N. ½ NW. ¼, SE. ¼, NE. ¼ SW. ¼, and S. ½ SW. ¼, section 27	400.00
N. ½ NE. ¼, SW. ¼ NE. ¼, NW. ¼, SE. ¼, and N. ½ SW. ¼, section 28	520.00
N. ½ NE. ¼, SE ¼ NE. ¼, NW. ¼ NW. ¼, SE. ¼ NW. ¼, N. ½ SE. ¼, and SE. ¼ SE. ¼, section 29	320.00
Lots 5, 8, 9, 10, NE. ¼ NE. ¼, and SE. ¼ SE. ¼, section 31	224.30
NE. ¼, S. ½ NW. ¼, NE. ¼ SE. ¼, S. ½ SE. ¼, and S. ½ SW. ¼, section 32	440.00
Lot 1, NE. ¼, W. ½ NW. ¼, N. ½ SE. ¼, SE. ¼ SE. ¼, N. ½ SW. ¼, and SE. ¼ SW. ¼, section 33	518.90
All sections 34 and 35	1,280.00
Total	14,585.85

In township 149 north, range 37 west.

All sections 1 and 2	1,257.22
Lots 1, 2, 3, 4, SW ¼ NE. ¼, S. ½ NW. ¼, NW. ¼ SE. ¼, N. ½ SW. ¼, and SE. ¼ SW. ¼, section 3	449.40
All sections 4, 5, and 6	1,898.61
Lots 1, 2, 3, 4, N. ½ NE. ¼, SW. ¼ NE. ¼, E. ½ NW. ¼, and E. ½ SW. ¼, section 7	426.23

	Acres.
NE. ¼, NW. ¼, SE. ¼, N. ½ SW. ¼, and SE. ¼ SW. ¼, section 8	600.00
All section 9	640.00
NE. ¼ NE. ¼, S. ½ NE. ¼, NW. ¼ NW. ¼, S. ½ NW. ¼, SE. ¼, and SW. ¼, section 10	560.00
NE. ¼, N. ½ NW. ¼, SE. ¼ NW. ¼, SE. ¼, and SW. ¼, section 11	600.00
Lots 1, 3, and 4, NW. ¼ NE. ¼, SE. ¼ NE. ¼, NW. ¼, and W. ½ SW. ¼, section 12	433.80
Lot 2, S. ½ NE. ¼, NW. ¼ NW. ¼, S. ½ NW. ¼, NW. ¼ SE. ¼, S. ½ SE. ¼, and SW. ¼, section 13	514.60
NE. ¼, NW. ¼, SE. ¼, and S. ½ SW. ¼, section 14	560.00
All section 15	640.00
Lot 1, NE. ¼, NE. ¼ NW. ¼, S. ½ NW. ¼, N. ½ SE. ¼, and N. ½ SW. ¼, section 17	473.80
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and E. ½ SW. ¼, section 18	360.32
Lots 1, 2, 4, SE. ¼ NE. ¼, SE. ¼ NW. ¼, SE. ¼, and E. ½ SW. ¼, section 19	439.66
S. ½ NE. ¼, SE. ¼, NE. ¼ SW. ¼, and S. ½ SW. ¼, section 20	360.00
All sections 21, 22, and 23	1,920.00
NE. ¼, NW. ¼, NE. ¼ SE. ¼, S. ½ SE. ¼, and SW. ¼, section 24	600.00
E. ½ NE. ¼, N. ½ NW. ¼, and SW. ¼ NW. ¼, section 25	200.00
All sections 26 to 31, inclusive	3,839.84
NE. ¼, NW. ¼, W. ½ SE. ¼, and SW. ¼, section 32	560.00
Lots 1, 2, 3, SW. ¼ NW. ¼ and NW ¼ SW. ¼, section 33	192.42
NW. ¼ NE. ¼, N. ½ NW. ¼, SW. ¼ NW. ¼, section 34	160.00
N. ½ NE. ¼, SE. ¼ NE. ¼, and NE. ¼ NW. ¼, section 35	160.00
Total	17,845.90

In township 149 north, range 38 west.

All sections 1 to 14, inclusive	8,812.64
N. ½ NE. ¼, SE. ¼ NE. ¼, NW. ¼, SE. ¼, and SW. ¼, section 15	600.00
All section 17 to 20, inclusive	2,413.68

	Acres.
All fractional section 21	579.20
Lot 5, NE. ¼, NW ¼, NE. ¼ SE. ¼, and N. ½ SW. ¼, section 22	484.85
All fractional section 23	566.25
All section 24	640.00
NE. ¼, N. ½ NW. ¼, SE. ¼, and E. ½ SW. ¼, section 25	480.00
Lots 1, 2, 3, 4, N. ½ NE. ¼, SW. ¼ NE. ¼, SE. ¼ NW. ¼, W. ½ SE. ¼, and NE. ¼ SW. ¼, section 26	404.00
Lots 1, 2, 3, 4, 5, 8, 9, NE. ¼ NE. ¼, SW ¼ NE. ¼, and W. ½ SE. ¼, section 27	381.11
Lots 1 and 2, section 28	2.67
All fractional sections 29 to 33, inclusive	2,617.71
Lots 1, 2, 3, 4, 5, 6, NW. ¼ NE. ¼, NW. ¼, and SW. ¼, section 34	536.05
All fractional section 35	606.28
Total	19,124.44

In township 149 north, range 39 west.

All sections 1 to 4, inclusive	2,578.31
All sections 9 to 15, inclusive	4,361.45
Lots 5, 6, 7, 8, and NE. ¼ NE. ¼, section 21	158.04
Lots 2, 3, 4, 5, NE. ¼, N. ½ NW. ¼, SE. ¼ NW. ¼, and SE. ¼, section 22	576.95
All sections 23 to 25, inclusive	1,920.00
Lot 2, NE. ¼, NW. ¼, SE. ¼, N. ½ SW. ¼, and SE ¼ SW. ¼, section 26	639.93
Lots 5, 6, 7, 8, N. ½ NE. ¼, and SE.¼ NE. ¼, section 27	256.89
Lots 5, 6, 7, 8, NE. ¼, NE. ¼ NW. ¼, and NE. ¼ SE. ¼, section 35	352.95
Total	10,844.52

Note.—The lands in sections 5, 6, 7, 8, and 17, T. 149 N., R. 39 W., lying north and east of the reservation boundary line as it will be established by the resurvey thereof, which has been ordered, are opened to settlement, but entries can not be allowed for said lands until the plats of said resurvey shall have been accepted by the General Land Office and filed in the district land office.

In township 150 north, range 32 west.

	Acres.
Lots 6, 7, and 8, section 1	135.79
Lots 3, 4, S. ½ NW. ¼, NE. ¼ SE. ¼, NW. ¼ SW. ¼, and S. ½ SW. ¼, section 2	321.71
Lots 1, 2, 3, 4, SE. ¼, NE. ¼, S. ½ NW. ¼, SE. ¼, and SW. ¼, section 3	602.40
Lots 2, 3, 4, SW. ¼ NE. ¼, S. ½ NW. ¼, N. ½, SE. ¼, SW. ¼ SE. ¼, NE. ¼ SW. ¼, and SW. ¼ SW. ¼, section 4	438.20
Lots 1, 2, SE. ¼ NE. ¼, SE. ¼ NW. ¼, and SE. ¼ SW. ¼, section 5	198.45
E. ½ NE. ¼ and NW. ¼ NW. ¼, section 8	120.00
NE. ¼, N. ½ NW. ¼, SW. ¼ NW. ¼, and E. ½ SE. ¼, section 9	360.00
All section 10	640.00
Lots 5, 7, 8, and NW. ¼, section 11	292.30
Lot 3, section 14	19.48
SW. ¼ NW. ¼, and SW. ¼, section 15	200.00
NW. ¼ NE. ¼, S. ½ NE. ¼, NW. ¼ NW. ¼, S. ½ NW. ¼, SE. ¼, N. ½ SW. ¼, and SW. ¼ SW. ¼, section 17	520.00
NE. ¼ NE. ¼, S. ½ NE. ¼, NE. ¼ SE. ¼, S. ½ SE. ¼, and E. ½ SW. ¼, section 18	320.00
Lot 2, NE. ¼ E. ½ NW. ¼, and SE. ¼, section 19	444.30
NE. ¼, N. ½ NW. ¼, SE. ¼ NW. ¼, SE. ¼, and SW. ¼, section 20	600.00
Lot 2, NE. ¼, NW. ¼, N. ½ SE. ¼, SW. ¼, SE. ¼, N. ½ SW. ¼, and SW. ¼ SW. ¼, section 21	587.50
Lots 5, 6, 7, and NW. ¼ NW. ¼, section 22	130.76
N. ½ NW. ¼, section 28	80.00
SW. ¼ NE. ¼, and NW. ¼, section 29	200.00
Lot 1, and SE. ¼ NE. ¼, section 30	85.00
Lot 3, section 31	45.20
Total	6,341.09

In township 150 north, range 33 west.

Lot 10, section 14	1.69
Lot 12, section 15	4.07
Lots 7, 8, 9, 10, 11, and SE. ¼ NW. ¼, section 19	213.09
W. ½ SE. ¼, section 20	80.00
N. ½ NW. ¼, section 24	80.00
SW. ¼ SE. ¼, section 25	40.00
NE. ¼ NW. ¼, section 28	40.00

	Acres.
SE. ¼ NE. ¼, E. ½ NW. ¼, SE. ¼, and E. ½ SW. ¼, section 30	360.00
Lots 2, 3, 4, W. ½ NE. ¼, NE. ¼ NW. ¼, W. ½ SE. ¼, and E. ½ SW. ¼, section 31	404.45
SE. ¼ NW. ¼, and S. ½ SW. ¼, section 32	120.00
SW. ¼ SW. ¼, section 35	40.00
Total	1,383.30

In township 150 north, range 34 west.

Lot 8, and SE. ¼ NE. ¼, section 21	66.91
Lots 5, 6, 7, 8, S. ½ NE. ¼, S. ½ NW. ¼, SE. ¼, and N. ½ SW. ¼, section 22	503.94
Lots 5, 6, 7, 8, S. ½ NE. ¼, S. ½ NW. ¼, SE. ¼, and SW. ¼, section 23	581.54
Lots 5, 6, 7, 8, S. ½ NE. ¼, S. ½ NW. ¼, SE. ¼, and SW. ¼, section 24	592.78
NE. ¼, NW. ¼, N. ½ SE. ¼, N. ½ SW. ¼, and SW. ¼ SW. ¼, section 25	520.00
N. ½ NE. ¼, SE. ¼ NE. ¼, NW. ¼, N. ½ SE. ¼, and SW. ¼, section 26	520.00
NE. ¼ NE. ¼, SW. ¼ NE. ¼, S. ½ NW. ¼, N. ½ SE. ¼, and SW. ¼, section 27	400.00
Lots 4, 5, NE. ¼ NE. ¼, S. ½ NE. ¼, SE. ¼, and S. ½ SW. ¼, section 28	423.95
Lot 5, section 29	20.75
Lots 3, 5, and 6, section 30	106.41
Lots 2, 3, 4, 5, SE. ¼ NW. ¼, and NE. ¼ SE. ¼ section 31	264.54
Lots 1, 2, NE. ¼, S. ½ NW. ¼, N. ½ SE. ¼, SE. ¼ SE. ¼, and N. ½ SW. ¼, section 32	499.40
W. ½ NE. ¼, NE. ¼ NW. ¼, NE. ¼ SE. ¼, and SW. ¼ SW. ¼, section 33	200.00
All fractional section 34	547.80
Lots 3, 4, 5, and SW. ¼ SE. ¼, section 35	136.16
Total	5,384.12

In township 150 north, range 35 west.

Lots 7, 8, 10, N. ½ SE. ¼, and SE. ¼ SE. ¼, section 19	219.23
SE. ¼ SE. ¼, section 25	40.00
Lots 1, 3, 4, 5, 6, NW. ¼ SE. ¼, and S. ½ SE. ¼, section 26	244.85

	Acres.
SE. ¼ SE. ¼, section 27	40.00
Lot 2 and SW. ¼ NE. ¼, section 28	65.50
SW. ¼ NW. ¼, section 29	40.00
Lots 1, 2, S. ½ NE. ¼, E. ½ NW. ¼, N. ½ SE. ¼, and SE. ¼ SW. ¼, section 30	355.12
Lots 2, 3, 4, SE. ¼, and E. ½ SW. ¼, section 31	349.14
N. ½ SE. ¼, section 32	80.00
NE. ¼, SE. ¼, S. ½ SE. ¼, and SW. ¼ SW. ¼, section 33	160.00
NW. ¼ NE. ¼, SE. ¼ NE. ¼, N. ½ SE. ¼, SW. ¼ SE. ¼, and SW. ¼, section 34	360.00
NE. ¼, S. ½ NW. ¼, SE. ¼, N. ½ SW. ¼, and SE. ¼ SW. ¼, section 35	520.00
Total	2,473.84

In township 150 north, range 36 west.

Lots 5, 6, 7, 8, 9, 10, 11, S. ½ NE. ¼, SE. ¼ NW. ¼, SE. ¼, and E. ½ SW. ¼, section 19	589.68
Lots 5, 6, 7, 8, S. ½ NE. ¼, S. ½ NW. ¼, N. ½ SE. ¼, SW. ¼ SE. ¼, N. ½ SW. ¼, and SW. ¼ SW. ¼, section 20	526.28
Lots 5, 6, 7, 8, 9, 11, 12, S. ½ NE. ¼, S. ½ NW. ¼, NE. ¼ SE. ¼, and NW. ¼ SW. ¼, section 21	472.65
Lots 5, 6, 7, S. ½ NE. ¼, S. ½ NW. ¼, N. ½ SE. ¼, and N. ½ SW. ¼, section 22	405.67
Lot 5, and SW. ¼ NW. ¼, section 23	67.70
Lot 9, SE. ¼ NW. ¼, NW. ¼ SE. ¼, and SE. ¼ SE. ¼, section 24	154.90
Lots 2, 6, N. ½ NE. ¼, NW. ¼ NW. ¼, section 26	189.55
E. ½ NE. ¼, and S. ½ NW. ¼, section 27	160.00
Lots 1, 3, W. ½ NE. ¼, NW. ¼ NW. ¼, S. ½ NW. ¼, and SW. ¼, section 28	429.20
NW. ¼ NE. ¼, S. ½ NE. ¼, NE. ¼ NW. ¼, NW. ¼ SE. ¼, S. ½ SE. ¼, NE. ¼ NW. ¼, and S. ½ SW. ¼, section 29	400.00
Lots 1, 2, 3, NW. ¼ NE. ¼, E. ½ NW. ¼, SW. ¼ SE. ¼, and SE. ¼ SW. ¼, section 30	314.57
Lots 1, 2, 3, 4, 5, 6, W. ½ NE. ¼, E. ½ NW. ¼, and SE. ¼, section 31	497.96
NE. ¼, E. ½ NW. ¼, SE. ¼, and SW. ¼, section 32	560.00

	Acres.
W. ½ NE. ¼, NW. ¼ NW. ¼, S. ½ NW. ¼, NE. ¼ SE. ¼, S. ½ SE. ¼, and S. ½ SW. ¼, section 33	400.00
SW. ¼ NE. ¼, W. ½ SE. ¼, and S. ½ SW. ¼, section 34	200.00
Total	5,368.16

In township 150 north, range 37 west.

Lot 5, section 5	12.60
Lots 3, 4, 5, 6, 7, 8, 9, 12, and 13, SE. ¼ NW. ¼, W. ½ SE. ¼, and E. ½ SW. ¼, section 6	559.50
All section 7	632.86
Lots 1, 4, 6, 8, SW. ¼ NW. ¼, NW. ¼ SE. ¼, S. ½ SE. ¼, and SW. ¼, section 8	448.70
Lots 4 and 5, section 9	98.60
Lots 2, 3, 4, and 7, section 15	7.30
All sections 17 to 21, inclusive	3,187.70
Lots 3, 4, 5, 7, S. ½ NE. ¼, S. ½ NW. ¼, SE. ¼, and SW. ¼, section 22	637.14
Lots 3, 4, 5, 6, S. ½ NE. ¼, S. ½ NW. ¼, SE. ¼, and SW. ¼, section 23	626.29
Lots 5, 6, 7, 8, S. ½ NE. ¼, S. ½ NW. ¼, SE. ¼, and SW. ¼, section 24	615.08
All sections 25 to 34, inclusive	6,383.38
N. ½ NE. ¼, SE. ¼ NE. ¼, N. ½ NW ¼, SW. ¼ NW. ¼, SE. ¼, and SW. ¼, section 35	560.00
Total	13,769.15

All township 150 north, range 38 west (except sections 16 and 36)	21,474.91

In township 150 north, range 39 west.

All sections 1 to 15, inclusive	9,492.20
All sections 17 to 30, inclusive	8,921.38
All sections 32 to 35, inclusive	2,560.00
Total	20,973.58

Note.—The lands in section 31, T. 150 N., R. 39 W., lying north and east of the reservation boundary line as it will be established by the resurvey thereof which has been ordered, are opened to settlement, but entries can not be

allowed for said lands until the plats of said resurvey shall have been accepted by the General Land Office and filed in the district land office.

In township 150 north, range 40 west.

	Acres.
All sections 1 to 4 inclusive	2,559.46
Lots 5, 6, 7, 8, 9, 10, S. ½ NE. ¼, and NE. ¼ SE. ¼, section 5	324.95
Lot 2, section 8	4.05
Lots 4, 5, 6, 7, NE. ¼, NE. ¼ NW. ¼, and E. ½ SE. ¼, section 9	428.34
All sections 10 to 14 inclusive	3,200.00
Lots 3, 4, 5, 6, NE. ¼, E. ½ NW. ¼, N. ½ SE. ½, and SE. ¼ SE. [½], section 15	508.74
Lots 4 and 5, section 22	72.86
Lots 2, 3, 4, 5, NE. ¼, E. ½ NW. ¼, SE. ¼, and NE. ¼ SW. ¼, section 23	561.12
All section 24	640.00
Lots 2, 3, 4, 5, 6, NE. ¼, E. ½ NW. ¼, SE. ¼, and NE. ¼ SW. ¼, section 25	608.31
Lots 4, 5, and NE. ¼ NE. ¼, section 26	129.69
Total	9,037.52

In township 151 north, range 31 west.

Lot 5, section 2	5.35
Lots 5, 6, 7, 8, 9, 10, 11, S. ½ NW. ¼, and W. ½ SW. ¼, section 3	446.34
All sections 4 to 8 inclusive	3,223.18
Lots 3, 4, 5, N. ½ NE. ¼, SW. ¼ NE. ¼, NW. ¼, and SW. ½, section 9	554.23
Lot 3, section 10	38.00
Lots 2, 3, NE. ¼, NW. ¼, NW. ¼ SE. ¼, and SW. ¼, section 17	615.05
All sections 18 and 19	1,326.40
Lots 5, 6, 7, 8, N. ½ NW. ¼, and SW. ¼ NW. ¼, section 20	256.80
Lot 2, section 29	.59
Lots 5, 6, 7, 8, 9, 10, 11, 12, NW. ¼ NE. ¼, E. ½ NW. ¼, and NE. ¼ SW. ¼, section 30	444.90
Lots 5 and 6, section 31	46.60
Total	6,957.44

In township 151 north, range 32 west.

	Acres.
All sections 1 to 3, inclusive	1,928.26
All sections 10 to 15, inclusive	3,840.00
All sections 22 to 25, inclusive	2,560.00
NW. ¼ NE. ¼, S. ½ NE. ¼, NW. ¼, N. ½ SE. ¼, SW. ¼ SE. ¼, NW. ¼ SW. ¼, and S. ½ SW. ¼, section 26	520.00
NE. ¼ NW. ¼, N. ½ SE. ¼, SE. ¼ SE. ¼, and SW. ¼, section 27	600.00
NE. ¼, NW. ¼, E. ½ SE. ¼, and N. ½ SW. ¼, section 28	480.00
NE. ¼, N. ½ NW. ¼, and SE. ¼ NW. ¼, section 29	280.00
S. ½ SE. ¼, and SE. ¼ SW. ¼, section 32	120.00
S. ½ NE. ¼, NE. ¼ NW. ¼, S. ½ NW. ¼, SE. ¼, and SW. ¼, section 33	520.00
NW. ¼ NE. ¼, S. ½ NE. ¼, NE. ¼ NW. ¼, S. ½ NW. ¼, SE. ¼, and SW. ¼, section 34	560.00
NW. ¼ NE. ¼, S. ½ NE. ¼, NW. ¼, NE. ¼ SE. ¼, N. ½ SW. ¼, and SW. ¼ SW. ¼, section 35	440.00
Total	11,848.26

In township 151 north, range 37 west.

Lots 4, 5, 10, 11, and 12, section 31	120.88

In township 151 north, range 38 west.

Lot 6, section 5	19.40
Lots 6, 11, 12, 13, and 14, section 6	207.09
All section 7	656.12
Lots 4, 5, 6, 7, 8, SE. ¼ NE. ¼, SW. ¼ NW. ¼, SE. ¼, and SW. ¼, section 8	564.55
Lots 5, 6, 7, 8, 10, NW. ¼ SE. ¼, S. ½ SE. ¼, and SW. ¼, section 9	458.70
Lots 4, 5, and 6, section 10	79.90
Lots 3, 4, 7, 8, 9, 10, 12, NW. ¼, and SW. ¼, section 15	494.45
All sections 17 to 21, inclusive	3,227.28
Lots 2, 4, 5, SW. ¼ NE. ¼, NW. ¼, SE. ¼, and SW. ¼, section 22	616.40
Lots 5, 6, 7, 8, 9, 10, and W. ½ SW. ¼, section 23	246.79
Lot 2, section 24	.40
Lots 1, 3, 4, 6, 7, 9, 10, and 12, section 25	22.35

	Acres.
Lots 4, 6, 8, 12, W. ½ NE. ¼, NW. ¼, W. ½ SE. ¼, and SW. ¼, section 26	623.15
All sections 27 to 34, inclusive	5,134.04
Lot 2, NW. ¼ NE. ¼, S. ½ NE. ¼, NW ¼, SE. ¼, and SW. ¼, section 35	639.50
Total	12,990.12

In township 151 north, range 39 west.

Lots 8, 9, 12, 13, S. ½ SE. ¼, and SE. ¼ SW. ¼, section 1	282.95
Lots 10, 11, 12, 13, SW. ¼ SE. ¼, and S. ½ SW. ¼, section 2	294.15
Lots 5, 6, 8, 9, 11, 12, 14, S. ½ SE. ¼, NW. ¼ SW. ¼, S. ½ SW. ¼, section 3	347.52
Lots 2, 4, 8, 9, 10, 11, SE. ¼ NE. ¼, SE. ¼, and SW. ¼, section 4	563.62
Lots 2, 3, 5, 6, S. ½ NE. ¼, S. ½ NW. ¼, SE. ¼, and SW. ¼, section 5	630.11
All sections 6 to 15, inclusive	6,286.54
All sections 17 to 35, inclusive	11,974.55
Total	20,379.44

In township 151 north, range 40 west.

All sections 1 to 15, inclusive	9,489.75
All sections 17 to 29, inclusive	8,217.97
Lots 1, 2, 3, 4, 5, NE. ¼, E. ½ NW. ¼, SE. ¼, and NE. ¼ SW. ¼, section 30	575.89
Lots 1, 2, 3, 4, N. ½ NE. ¼, and SE. ¼ NE. ¼, section 31	234.66
Lots 1, 2, 3, 4, NE. ¼, E. ½ NW. ¼, SE. ¼, and E. ½ SW. ¼, section 32	617.49
All sections 33 to 35, inclusive	1,920.00
Total	21,055.76

In township 151 north, range 41 west.

Lots 1, 2, 3, 4, S. ½ NE. ¼, S. ½ NW. ¼, SE. ¼, and SW. ¼, section 1	628.12
All sections 2 and 3	1,300.48
Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, S. ½ NE. ¼, and NE. ¼ SE. ¼, section 4	430.00

	Acres.
Lot 5, section 5	5.87
Lot 3, section 9	21.23
Lots 3, 4, 5, 6, NE. ¼, E. ½ NW. ¼, N. ½ SE. ¼, and SE. ¼ SE. ¼, section 10	490.29
All sections 11, 12 and 13	1,920.00
Lots 3, 4, 5, 6, 7, NE. ¼, E. ½ NW. ¼, and SE. ¼, section 14	547.77
Lots 3 and 4, section 15	53.11
Lots 4, 5, and NE. ¼ NE. ¼, section 23	98.34
Lots 2, 3, 4, 5, NE. ¼, E. ½ NW. ¼, SE. ¼, and NE. ¼ SW. ¼, section 24	595.02
Lots 5, 6, 7, 8, and NE. ¼ NE. ¼, section 25	164.02
Total	6,254.25

In township 152 north, range 32 west.

All section 1	640.00
Lots 1, 2, 3, S. ½ NE. ¼, S. ½ NW. ¼, SE. ¼, and SW. ¼, section 2	600.45
Lots 1, 4, 5, and 8, section 10	43.68
All sections 11 to 14, inclusive	2,560.00
Lots 1, 4, 5, and 8, section 15	45.82
Lots 1, 4, 5, and 8, section 22	50.91
All sections 23, 24, and 25	1,920.00
NE. ¼, N. ½ NW. ¼, SE. ¼ NW. ¼, NW. ¼ SE. ¼, S. ½ SE. ¼, and NE. ¼ SW. ¼, section 26	440.00
Lots 1, 4, 5, 6, 9, and SE. ¼ NE. ¼, section 27	178.10
Lots 1, 3, NE. ¼, E. ½ NW. ¼, SE. ¼, and SW. ¼, section 34	617.00
All section 35	640.00
Total	7,735.96

In township 152 north, range 39 west.

Lots 2, 3, 4, 6, 8, 10, 12, SW. ¼ SE. ¼, and E. ½ SW. ¼, section 31	324.42
Lots 1, 3, 5, 8, and 9, section 32	72.70
Lots 1, 4, and 5, section 33	8.45
Lot 2, section 34	.65
Total	406.22

In township 152 north, range 40 west.

	Acres.
Lots 5, 6, 7, NW. ¼ SW. ¼ and S. ½ SW. ½, section 25	207.10
Lots 5, 6, 7, 8, SE. ¼ and SW. ¼, section 26	491.45
Lots 3, 4, 5, and SE. ¼ SE. ¼, section 27	144.67
Lots 7, 8, 9, 10, and 11, section 31	176.74
Lots 6, 7, 8, 9, 10, E. ½ SE. ¼, and SW. ¼ SW. ¼, section 32	298.35
Lots 1, 6, 7, 8, 10, SE. ¼ and SW. ¼, section 33	430.27
Lots 1, 4, 8, 9, NW. ¼ SE. ¼, S. ½ SE. ¼, SW. ¼, section 34	618.00
All section 35	640.00
Total	3,006.58

In township 152 north, range 41 west.

Lots 3, 6, and 7, section 28	147.85
Lots 2, 4, 5, and SE. ¼ SE. ¼, section 29	152.55
Lots 2, 3, 4, 5, NE. ¼, and NE. ¼ SE. ¼, section 32	327.62
Lot 2, NW. ¼ NE. ¼, S. ½ NE. ¼, NW. ¼, SE. ¼, and SW. ¼, section 33	618.30
Lots 1, 4, 8, 9, NW. ¼ SE. ¼, S. ½ SE. ¼, and SW. ¼, section 34	438.65
Lots 3, 4, 6, 7, 9, and 10, section 35	165.60
Total	1,850.57

In township 153 north, range 30 west.

All sections 1 to 3, inclusive	1,919.40
S. ½ NE. ¼, S. ½ NW. ¼, SE. ¼, and SW. ¼, section 4	480.00
Lots 2, 3, 4, SW. ¼ NE. ¼, S. ½ NW. ¼, SE. ¼, and SW. ¼, section 5	560.03
All sections 6 to 11, inclusive	3,838.40
Lots 1, 2, 3, 4, NW. ¼ NE. ¼, NW. ¼, and W. ½ SW. ¼, section 12	413.20
Lot 1, section 13	37.38
Lots 1, 2, 3, N. ½ NE. ¼, SW. ¼ NE. ¼, NW. ¼, and SW. ¼, section 14	561.13
All sections 15 and 17	1,280.00
Lots 1, 2, 3, NE. ¼, E. ½ NW. ¼, N. ½ SE. ¼, and NE. ¼ SW. ¼, section 18	481.50
Lot 3, NW. ¼ SE. ¼, SE. ¼ SE. ¼, and NE. ¼ SW. ¼, section 19	159.82

	Acres.
NE. ¼, N. ½ NW. ¼, SE. ¼ NW ¼, SE. ¼, and SW. ¼, section 20	600.00
All section 21	640.00
Lot 1, NE. ¼, NW. ¼, N. ½ SE. ¼, SW. ¼ SE. ¼, and SW. ¼, section 22	634.25
Lots 1, 2, 3, and NW. ¼ NW. ¼, section 23	157.35
Lots 1, 2, 3, 4, NW. ¼, and NW. ¼ SW. ¼, section 27	346.89
All sections 28 and 29	1,280.00
Lots 2, 3, 4, NE. ¼, E. ½ NW. ¼, SE. ¼, and E. ½ SW. ¼, section 30	599.10
All sections 31 and 32	1,278.78
Lots 1, 2, 3, N. ½ NE. ¼, SW. ¼ NE. ¼, NW. ¼, and SW. ¼, section 33	522.40
Lot 1, section 34	17.67
Total	15,807.30

In township 153 north, range 31 west.

All fractional section 1	536.25
Lots 1, 2, 3, 4, and S. ½ SE. ¼, section 2	200.60
Lots 1 and 2, section 9	61.45
All fractional sections 10 and 11	1,109.65
All section 12	640.00
NE. ¼, NW. ¼, N. ½ SE. ¼, and N. ½ SW. ¼, section 13	480.00
All sections 14 and 15	1,280.00
All fractional sections 17 to 19, inclusive	1,513.22
All sections 20 to 23, inclusive	2,560.00
N. ½ SE. ¼, SW. ¼ SE. ¼, and SW. ¼, section 24	280.00
All section 25	640.00
NE. ¼, NE. ¼ NW. ¼, S. ½ NW. ¼, SE. ¼, and SW. ¼, section 26	600.00
All sections 27 to 35, inclusive	5,758.40
Total	15,659.57

In township 153 north, range 32 west.

Lots 1, 2, and 3, section 13	70.20
Lots 1, 2, 3, 5, 6, and 9, S. ½ NE. ¼, and SE. ¼, section 23	467.02
All fractional section 24	639.35
All section 25	640.00

	Acres.
Lots 1, 4, 5, 8, NE. ¼, and SE. ¼, section 26	511.88
Lots 1, 4, 5, 8, NE. ¼, and SE. ¼, section 35	509.44
Total	2,837.89

In township 154 north, range 30 west.

All sections 1 to 4, inclusive	2,581.11
All fractional section 5	298.31
Lots 1, 2, and 3, section 8	135.55
All sections 9 to 15, inclusive	4,480.00
Lots 3, 4, and E. ½ SE. ¼, section 17	159.95
Lot 1, section 19	46.85
Lot 2, NE. ¼, SE. ¼, NE. ¼ SW. ¼, and S. ½ SW. ¼, section 20	495.25
All sections 21 to 26, inclusive	3,840.00
NE. ¼, NW. ¼, SE. ¼, NW. ¼ SW. ¼, and S. ½ SW. ¼, section 27	600.00
NE. ¼, NW. ¼, N. ½ SE. ¼, N. ½ SW. ¼, and SW. ¼ SW. ¼, section 28	520.00
All section 29	640.00
All fractional sections 30 and 31	982.40
N. ½ NE. ¼, SW. ¼ NE. ¼, NW. ¼, W. ½ SE. ¼, and SW. ¼, section 32	520.00
NE. ¼, NW. ¼, N. ½ SE. ¼, SE. ¼ SE. ¼, and SW. ¼, section 34	600.00
All section 35	640.00
Total	16,539.42

In township 154 north, range 36 west.

Lots 1, 2, 3, and 4, section 1	16.33
Lots 1, 2, 3, and 4, section 2	15.48
Lots 1, 2, 3, and 4, section 3	14.64
Lots 1, 2, 3, and 4, section 4	15.76
Lots 1, 2, 3, and 4, section 5	16.51
Lots 1, 2, 3, and 4, section 6	17.86
Total	96.58

In township 154 north, range 37 west.

Lots 1, 2, 3, and 4, section 1	18.11
Lots 1, 2, 3, and 4, section 2	20.24
Lots 1, 2, 3, and 4, section 3	25.44

	Acres.
Lots 1, 2, 3, and 4, section 4	27.44
Lots 1, 2, 3, and 4, section 5	29.17
Lots 1, 2, 3, and 4, section 6	27.32
Total	147.72

In township 154 north, range 38 west.

Lots 1, 2, 3, and 4, section 1	26.32
Lots 1, 2, 3, and 4, section 2	32.25
Lots 1, 2, 3, and 4, section 3	38.16
Lots 1, 2, 3, and 4, section 4	46.68
Lots 1, 2, 3, and 4, section 5	54.04
Lots 1, 2, 3 and 4, section 6	57.52
Total	254.97

In township 154 north, range 39 west.

Lots 1, 2, 3, and 4, section 1	57.60
Lots 1, 2, 3, and 4, section 2	54.51
Lots 1, 2, 3, and 4, section 3	54.11
Lots 1, 2, 3, and 4, section 4	50.82
Lots 1, 2, 3, and 4, section 5	42.67
Lots 1, 2, 3, and 4, section 6	18.38
Total	278.09

In township 155 north, range 28 west.

Lots 1, 2, and 3, section 3	93.15
Lots 1, 2, 3, 4, 5, 6, S. ½ NE. ¼, S. ½ NW. ¼, NW. ¼ SE. ¼, and SW. ¼, section 4	613.49
All sections 5 to 7, inclusive	1,886.01
Lot 1, NE. ¼, NW. ¼, N. ½ SE. ¼, SW. ¼ SE. ¼, and SW. ¼, section 8	639.96
Lots 1, 2, 3, 4, N. ½ NW. ¼, and SW. ¼ NW. ¼, section 9	230.23
Lots 1, 2, 3, 4, NW. ¼ NE. ¼, NW. ¼, and W. ½ SW. ¼, section 17	417.12
All section 18	627.80
Lots 1, 2, 3, 4, 5, 6, 7, N. ½ NE. ¼, SW. ¼ NE. ¼, E. ½ NW. ¼, NW. ¼ SE. ¼, and E. ½ SW. ¼; section 19	562.00

	Acres.
Lot 1, section 20	44.15
Lots 1, 2, 3, 4, and 5, section 30	164.84
Total	5,278.75
All fractional township 155 north, range 30 west (except sections 16 and 36)	21,431.04
All fractional township 155 north, range 31 west (except sections 16 and 36)	18,874.14
All township 155 north, range 36 west (except sections 16 and 36)	21,727.86
All township 155 north, range 37 west (except sections 16 and 36)	21,580.72
All township 155 north, range 38 west (except sections 16 and 36)	21,629.21
All township 155 north, range 39 west (except sections 16 and 36)	21,573.22
In township 155 north, range 40 west.	
All sections 1 to 15, inclusive	9,621.88
All sections 17 to 30, inclusive	8,966.52
Lots 1, 2, 3, 4, 5, 6, 7, NE. ¼, E. ½ NW. ¼, N. ½ SE. ¼, and NE. ¼ SW. ¼, section 31	592.31
Lots 1, 2, 3, 4, NE. ¼, NW. ¼, N. ½ SE. ¼, and N. ½ SW. ¼, section 32	592.40
Lots 1, 2, 3, 4, NE. ¼, NW. ¼, N. ½ SE. ¼, and N. ½ SW. ¼, section 33	602.96
Lots 1, 2, 3, 4, NE. ¼, NW. ¼, N. ½ SE. ¼, and N. ½ SW. ¼, section 34	616.32
Lots 1, 2, 3, 4, NE. ¼, NW. ¼, N. ½ SE. ¼, and N. ½ SW. ¼, section 35	632.50
Total	21,624.89
In township 155 north, range 41 west.	
All sections 1 to 15, inclusive	9,090.80
All sections 17 to 30, inclusive	8,902.76
Lots 1, 2, 3, 4, 5, 6, 7, NE. ¼, E. ½ NW. ¼, N. ½ SE. ¼, and NE. ¼ SW. ¼, section 31	600.16
Lots 1, 2, 3, 4, NE. ¼, NW. ¼, N. ½ SE. ¼, and N. ½ SW. ¼, section 32	605.28
Lots 1, 2, 3, 4, NE. ¼, NW. ¼, N. ½ SE. ¼, and N. ½ SW. ¼, section 33	592.64
Lots 1, 2, 3, 4, NE. ¼, NW. ¼, N. ½ SE. ¼, and N. ½ SW. ¼, section 34	583.16

	Acres.
Lots 1, 2, 3, 4, NE. ¼, NW. ¼, N. ½ SE. ¼, and N. ½ SW. ¼, section 35	582.72
Total	21,457.52

In township 155 north, range 42 west.

All sections 1 to 4, inclusive	2,969.62
Lots 1 to 15, inclusive, SE. ¼, and E. ½ SW. ¼, section 5	733.55
Lots 1, 2, and 3, section 6	31.50
Lots 1, 2, 3, 4, 5, SE. ¼ NE. ¼, and SE. ¼, section 7	389.82
All sections 8 to 15, inclusive	4,973.03
All sections 17 to 30, inclusive	8,620.64
Lots 1, 2, 3, 4, 5, and NE. ¼, section 31	406.43
Lots 1, 2, 3, 4, NE. ¼, and NW. ¼, section 32	518.80
Lots 1, 2, 3, 4, NE. ¼, and NW. ¼, section 33	534.36
Lots 1, 2, 3, 4, NE. ¼, NW. ¼, N. ½ SE. ¼, and N. ½ SW. ¼, section 34	551.96
Lots 1, 2, 3, 4, NE. ¼, NW. ¼, N. ½ SE. ¼, and N. ½ SW. ¼, section 35	581.52
Total	20,311.23

In township 155 north, range 43 west.

Lot 2, section 12	7.25
Lots 5, 6, 7, 8, SE. ¼ NE. ¼, and E. ½ SE. ¼, section 13	285.35
Lots 6, 7, 8, 9, 10, E. ½ NE. ¼, and E. ½ SE. ¼, section 24	300.65
Lots 2, 3, 4, 5, S. ½ NE. ¼, S. ½ NW. ¼, SE. ¼, and SW. ¼, section 25	638.40
Lots 6, 7, 8, 9, and SE. ¼ SE. ¼, section 26	147.50
Lots 5, 6, 7, and 8, section 34	181.25
Lots 2, 3, 4, 5, S. ½ NE. ¼, S. ½ NW. ¼, SE. ¼, and SW. ¼, section 35	641.90
Total	2,202.36

In township 156 north, range 27 west.

Lots 1, 2, 3, 4, 5, 6, and SW. ¼ NW. ¼, section 5	209.53
All section 6	560.66

	Acres.
Lots 1, 2, 3, 4, 5, 6, 7, 8, NW. ¼ NE. ¼, and E. ½ NW. ¼, section 7	397.90
Lot 1, section 8	.18
Lot 1, section 18	34.88
Total	1,203.15

In township 156 north, range 28 west.

All sections 1 to 12, inclusive	7,221.64
Lots 1, 2, 3, N. ½ NE. ¼, SW. ¼ NE. ¼, NW. ¼, and SW. ¼, section 13	554.00
All sections 14 and 15	1,280.00
All sections 17 to 22, inclusive	3,780.40
Lot 1, NE. ¼, NW. ¼, N. ½ SE. ¼, SW. ¼ SE. ¼, and SW. ¼, section 23	629.55
Lots 1, 2, 3, and NW. ¼ NW. ¼, section 24	140.23
Lots 1, 2, 3, 4, N. ½ NW. ¼, SW. ¼ NW. ¼, and NW. ¼ SW. ¼, section 26	321.68
All section 27	640.00
NE. ¼, E. ½ NW. ¼, SE. ¼, and E. ½ SW. ¼, section 28	480.00
NE. ¼, NW. ¼, NW. ¼ SE. ¼, and N. ½ SW. ¼, section 29	440.00
Lots 1, 2, 3, NE. ¼, E. ½ NW. ¼, N. ½ SE. ¼, and NE. ¼ SW. ¼, section 30	456.65
Lots 1, 2, 3, 4, W. ½ NE. ¼, SE. ¼, and E. ½ SW. ¼, section 31	448.09
SE. ¼ and SW. ¼, section 32	320.00
NE. ¼, N. ½ NW. ¼, SE. ¼ NW. ¼, SE. ¼, and SW. ¼, section 33	600.00
Lots 1, 2, 3, 4, W. ½ NE. ¼, NW. ¼, N. ½ SW. ¼, and SW. ¼ SW. ¼, section 34	505.50
Lot 1, section 35	10.89
Total	17,828.63

All township 156 north, range 29 west (except sections 16 and 36)	21,653.40
All township 156 north, range 30 west (except sections 16 and 36)	21,807.45
All township 156 north, range 31 west (except sections 16 and 36)	21,700.29

In township 156 north, range 36 west.

	Acres.
Lot 1, S. ½ NE. ¼, S. ½ NW. ¼, SE. ¼, and SW. ¼, section 1	502.50
All sections 2 to 15, inclusive	8,482.94
All sections 17 to 35, inclusive	12,105.68
Total	21,091.12

All of township 156 north, range 37 west (except sections 16 and 36)	20,909.44
All of township 156 north, range 38 west (except sections 16 and 36)	20,774.48
All of township 156 north, range 39 west (except sections 16 and 36)	20,700.15
All of township 156 north, range 40 west (except sections 16 and 36)	21,437.95
All of fractional township 156 north, range 41 west (except sections 16 and 36)	19,089.77

In township 156 north, range 42 west.

Lots 1, 2, 3, 4, SE. ¼, and SW. ¼, section 1	470.62
Lots 7, 8, 9, 10, and SE. SE ¼, section 2	150.90
Lots 5, 6, 7, section 10	22.25
Lots 2, 3, 4, NE. ¼, E. ½ NW. ¼, SE. ¼, NE. ¼ SW. ¼, and S. ½ SW. ¼, section 11	601.20
All fractional section 12	508.05
Lot 1, section 13	3.75
All fractional section 14	505.25
Lots 3, 4, 5, 6, 7, NE. ¼ NE. ¼ S. ½ NE. ¼, SE. ¼, and E. ½ SW. ¼, section 15	503.30
Lots 5, 6, 7, 8, and S. ½ SE. ¼, section 21	166.25
All fractional sections 22, 23, 25, and 26	1,994.05
All section 27	640.00
Lots 3, 4, 5, 6, NE. ¼, SE. ¼, and SE. ¼ SW. ¼, section 28	499.05
Lots 3 and 4, section 29	3.60
Lots 5, 6, 7, 8, 9, SE. ¼ NE. ¼, and E. ½ SE. ¼, section 32	276.40
All sections 33 to 35, inclusive	1,920.00
Total	8,264.67

In township 157 north, range 27 west.

	Acres.
All sections 4 to 9, inclusive	3,841.52
All sections 17 to 20, inclusive	2,559.44
All sections 29 to 31, inclusive	1,918.96
Lots 1, 2, NE. ¼, NW. ¼, NW. ¼ SE. ¼, and SW. ¼, section 32	605.76
Total	8,925.68

Note.—As the eastern boundary of the reservation has been improperly extended beyond the source of the Black River, when it should have followed the river from its source, a survey of the meanders of that river is necessary, in order that the surveys of the lands within the former Red Lake Reservation may be properly closed on said river as forming the boundary. The lands in sections 3, 10, 15, 21, 28, and 33, township 157 north, range 27 west, which lie west of the boundary line as it will be established by said resurvey, are opened to settlement, but entries can not be allowed for said lands until the plats of said resurvey shall have been accepted by the General Land Office and filed in the district land office.

	Acres.
All of township 157 north, range 39 west (except sections 16 and 36)	21,658.19
All of township 157 north, range 40 west (except sections 16 and 36)	21,749.68

In township 157 north, range 41 west.

All sections 1 and 2	1,280.40
Lots 7, 8, 9, 10, SE. ¼ NE. ¼, NE. ¼ SE. ¼, and S. ½ SE. ¼, section 3	313.98
Lots 5, 6, 7, and SE. ¼ SE. ¼, section 9	148.77
Lot 2, NE. ¼, NE. ¼ NW. ¼, S. ½ NW. ¼, SE. ¼ and SW. ¼, section 10	631.55
All sections 11 to 15, inclusive	3,200.00
Lot 5, section 17	38.54
Lot 6, section 19	.01
Lots 7, 8, 9, 10, 11, 12, SE. ¼, and SE. ¼ SW. ¼, section 20	403.06
Lots 1, 2, 3, 4, 5, SE. ¼ NE. ¼, SE. ¼, and S. ½ SW. ¼, section 21	427.90
All sections 22 to 29, inclusive	5,120.00
Lots 9, 10, 11, 12, NE. ¼ SE. ¼, S. ½ SE. ¼, section 30	233.26

	Acres.
Lots 2, 3, 4, 5, NE. ¼, SE. ¼ NW. ¼, SE. ¼, and E. ½ SW. ¼, section 31	599.77
All sections 32 to 35, inclusive	2,560.00
Total	14,957.24

In township 158 north, range 25 west.

Lots 1 and 2, section 2	29.73
All sections 3 to 10, inclusive	5,064.41
Lots 1, 2, 3, 4, 5, SW. ¼ NW. ¼, and SW. ¼, section 11	382.65
Lot 1, section 12	.50
Lots 1 and 2, section 13	33.70
Lots 1, 2, 3, NW. ¼, NW. ¼ SE. ¼, S. ½ SE. ¼, and SW. ¼, section 14	573.15
All section 15	640.00
All sections 17 to 22, inclusive	3,824.60
Lots 1, 2, 3, N. ½ NE. ¼, SW. ¼ NE. ¼, NW. ¼, W. ½ SE. ¼, and SW. ¼, section 23	635.55
Lots 1, 2, and 3, section 24	46.95
Lots 1 and 2, section 25	7.02
Lots 1, 2, 3, 4, 5, NW. ¼ NE. ¼, NW. ¼, and SW. ¼, section 26	513.25
All sections 27 to 30, inclusive	2,551.20
Lots 1, 2, 3, 4, 5, N. ½ NE. ¼ and NE. ¼ NW. ¼, section 31	292.40
Lots 1, 2, 3, 4, N. ½ NE. ¼ and N. ½ NW. ¼, section 32	270.55
Lots 1, 2, 3, 4, 5, N. ½ NE. ¼, SE. ¼ NE. ¼, N. ½ NW. ¼, and NE. ¼ SE. ¼, section 33	422.65
Lots 1, 2, 3, NE. ¼, NW. ¼, NW. ¼ SE. ¼, and SW. ¼, section 34	609.85
Lots 1, 2, 3, and NW. ¼ NW. ¼, section 35	180.90
Total	16,079.06

In township 158 north, range 26 west.

All sections 1 to 15, inclusive	9,568.73
All sections 17 to 27, inclusive	7,013.60
Lots 1, 2, NE. ¼, NW. ¼, SE. ¼, and N. ½ SW. ¼, section 28	611.75
Lots 1, 2, 3, 4, 5, 6, N. ½ NE. ¼ and NW. ¼, section 29	388.95
Lots 1 and 2, section 33	82.35

	Acres.
Lots 1, 2, 3, 4, N. ½ NE. ¼, N. ½ NW. ¼, and SE. ¼ NW. ¼, section 34	334.95
Lots 1, 2, 3, 4, N. ½ NE. ¼, and N. ½ NW. ¼, section 35	262.65
Total	18,262.98

Note.—The lands in section 30, T. 158 N., R. 26 W., lying north of or on the left bank of the Black River, are opened to settlement, but entries can not be allowed for said lands until said river shall have been meandered and the plats of survey thereof accepted by the General Land Office and filed in the district land office. (See note following T. 157 N., R. 27 W.)

In township 158 north, range 27 west.

	Acres.
All sections 1 to 15, inclusive	9,657.40
All sections 17 to 24, inclusive	5,157.48
All sections 29 to 32, inclusive	2,605.68
Total	17,420.56

Note.—The lands in sections 25, 26, 27, 28, 33, and 34, T. 158 N., R. 27 W., which lie north and west of or on the left bank of the river which enters the township on the south line of section 34 and leaves it on the east line of section 25, now designated on the township plat as the "South Fork of Black River" for part of its course and "Black River" for the remainder of its course, are opened to settlement, but entries can not be allowed for said lands until said river shall have been meandered, and the plats of survey thereof accepted by the General Land Office and filed in the district land office. (See note following T. 157 N., R. 27. W.)

	Acres.
All of township 158 north, range 39 west (except sections 16 and 36)	21.722.48

In township 158 north, range 40 west.

All sections 1, 2, and 3	1,919.60
Lots 3, 4, 5, 6, 7, S. ½ NE. ¼, SE. ¼ NW. ¼, SE. ¼, NE. ¼ SW. ¼, and S. ½ SW. ¼, section 4	566.71
Lots 7 and 8, section 5	54.74
Lot 6, section 7	2.65
Lots 4, 5, 6, 7, E. ½ NE. ¼, SE. ¼, and SE. ¼ SW. ¼, section 8	452.48

	Acres.
All sections 9 to 15, inclusive	4,480.00
All section 17	640.00
Lots 7, 8, 9, 10, NE. ¼ SE. ¼, and S. ½ SE. ¼, section 18	274.17
Lots 1, 2, and NE. ¼ NE. ¼, section 19	109.40
Lots 1, 2, NE. ¼, NW. ¼, SE. ¼, and NE. ¼ SW. ¼, section 20	608.70
All sections 21 to 28, inclusive	5,120.00
All fractional sections 29, 30, and 31	1,248.80
All sections 32 to 35, inclusive	2,560.00
Total	18,037.25

In township 158 north, range 41 west.

Lots 1 and 2, section 25	21.85
Lot 4, section 26	29.90
Lot 2, section 34	6.16
Lots 4, 5, 6, 7, NE. ¼ NE. ¼, S. ½ NE. ¼, SE. ¼, and SE. ¼ SW. ¼, section 35	469.32
Total	527.23

In township 159 north, range 25 west.

Lots 1, 2, 3, 4, and W. ½ SW. ¼, section 3	190.45
All sections 4 to 6, inclusive	1,891.28
Lots 1, 3, 4, NW. ¼ NE. ¼, S. ½ NE. ¼, SE. ¼ NW. ¼, SE. ¼, and E. ½ SW. ¼, section 7	510.17
All sections 8 and 9	1,280.00
Lots 1, 2, 3, 4, NW. ¼, and SW. ¼, section 10	466.74
Lots 1 and 2, section 14	37.45
Lots 1, 2, SW. ¼ NE. ¼, NW. ¼, SE. ¼, and SW. ¼, section 15	605.30
All sections 17 to 22, inclusive	3,814.05
Lots 1, 2, 3, 4, SW. ¼ NW. ¼, and W. ½ SW. ¼, section 23	275.26
Lots 1, 2, 3, 4, W. ½ NW. ¼, and W. ½ SW. ¼, section 26	292.78
All sections 27 to 34, inclusive	5,097.44
Lots 1, 2, 3, and 4, section 35	175.56
Total	14,636.48

In township 159 north, range 26 west.

	Acres.
All sections 1 to 8, inclusive	5,081.86
NW. ¼ NE. ¼, N. ½ NW. ¼, SW. ¼ NW. ¼, SW. ¼ SE. ¼, NW. ¼ SW. ¼, and S. ½ SW. ¼, section 9	320.00
NW. ¼ NE. ¼, and E. ½ NW. ¼, section 11	120.00
N. ½ NE. ¼, SE. ¼ NE. ¼, NE. ¼ SE. ¼, S. ½ SE. ¼, and SE. ¼ SW. ¼, section 12	280.00
NW. ¼ NE. ¼, S. ½ NE. ¼, NW. ¼, SE. ¼, and SW. ¼, section 13	600.00
SE. ¼ NE. ¼, SE. ¼, NE. ¼ SW. ¼, and S. ½ SW. ¼, section 14	320.00
SW. ¼ NE. ¼, NW. ¼ NW. ¼, S. ½ NW. ¼, SE. ¼, NE. ¼ SW. ¼, and S. ½ SW. ¼, section 15	440.00
All sections 17 to 20, inclusive	2,518.05
NW. ¼ NE. ¼, S. ½ NE. ¼, NW. ¼, SE. ¼, and SW. ¼, section 21	600.00
All sections 22 to 35, inclusive	8,923.20
Total	19,203.11

In township 159 north, range 27 west.

All sections 1 to 3, inclusive	1,914.24
Lots 1, 2, 3, 4, SW. ¼ NE. ¼, S. ½ NW. ¼, SE. ¼, and SW. ¼, section 4	597.00
All sections 5 to 9, inclusive	3,220.94
NE. ¼, NE. ¼ NW. ¼, S. ½ NW. ¼, SE. ¼, and SW. ¼, section 10	600.00
All sections 11 to 14, inclusive	2,560.00
NE. ¼, NW. ¼, SE. ¼, NW. ¼ SW. ¼, and S. ½ SW. ¼, section 15	600.00
All sections 17 to 35, inclusive	12,230.60
Total	21,722.78

In township 160 north, range 25 west.

Lots 1, 2, 3, and 4, section 31	135.04
Lots 1, 2, 3, and 4, section 32	94.65
Lot 1, section 33	2.80
Total	232.49

In township 160 north, range 26 west.

	Acres.
All fractional sections 31 to 33, inclusive	1,508.44
Lot 4, SW. ¼ SE. ¼, and S. ½ SW. ¼, section 34	175.50
Lots 1 and 2, section 35	62.90
Total	1,746.84

In township 160 north, range 27 west.

Lots 1, 2, and 3, section 25	32.27
Lots 1, 2, 3, and 4, section 26	112.83
Lots 1, 2, 3, and 4, section 27	86.95
Lots 1, 2, 3, and 4, section 28	64.80
Lots 1, 2, 3, and 4, section 29	78.90
Lots 1, 2, 3, and 4, section 30	145.94
All sections 31 to 35, inclusive	3,211.72
Total	3,733.41

Total area (exclusive of lands mentioned in footnote to Ts. 149 and 150 N., R. 39 W., T. 158 N., R. 26 W., and Ts. 157 and 158 N., R. 27 W.) 1,038,888.64

Department of the Interior,
General Land Office,
Washington D. C., October 23, 1918.

I hereby certify that the annexed office circular of March 27, 1896,

is a true and literal exemplification from the original in this office.

In Testimony Whereof I have hereunto subscribed my name and caused the seal of this office to be affixed, at the City of Washington, on the day and year above written.

C. M. BRUCE,
Assistant Commissioner of the
(General Land Office Seal) General Land Office.

(Memorandum of Clerk of District Court with reference to Exhibit D.)

Clerk's Note: The original of this map is in such poor condition that it can not be reproduced but a duplicate was introduced at the trial of the case and the same map is designated as "Gov. Ex. D."

L. A. LEVORSEN,
Deputy Clerk.

FOLD OUT IS TOO LARGE TO BE FILMED

12 (Exhibit D and D-1, Supplemental Map of Township No. 156 North of Range 41 West of the 5th Principal Meridian, Minnesota.)

(Memorandum of Clerk of District Court with reference to Exhibit C.)

Clerk's Note: The original of this map is in such poor condition that it can not be reproduced but a duplicate was introduced at the trial of the case and the same map is designated as "Gov. Ex. C."

L. A. LEVORSEN,
Deputy Clerk.

FOLD OUT IS TOO LARGE TO BE FILMED

(Exhibit D and D-1, Supplemental Map of Township No. 156 North of Range 42 West of the 5th Principal Meridian, Minnesota.)

14 Exhibit "E."

Chippewa Agricultural Lands, Minnesota.
Department of the Interior,
General Land Office,
Washington, D. C., February 19, 1916.

Registers and Receivers,
Cass Lake, Crookston, and Duluth, Minn.

Gentlemen: I inclose herewith Schedules I and II, containing 56,175.62 acres of Chippewa lands, ceded under the act of January 14, 1889 (25 Stat., 642), which lands are to be opened to settlement and entry, as set forth below.

2. Schedule I contains a list of 52,360.27 acres, consisting of "cut-over" lands: of lands in Mud Lake bottom, in T. 156 N., Rs. 41 and 42 W., drained by the State drainage projects, and recently surveyed; of lands eliminated from Indian allotments, and found to be agricultural in character; and of lands formerly classified as "pine land," and shown by recent examination to contain no timber. The lands described in Schedule I are to be disposed of to actual settlers only under the homestead laws, as provided in section 6 of the act of January 14, 1889 (25 Stat., 642), and under the laws applicable to town sites, as provided in the act of February 9, 1903 (32 Stat., 820).

3. Section 4 of the act of May 23, 1908 (35 Stat., 268), provides that all lands in any of the Winnibigoshish, Cass Lake, Chippewas of the Mississippi, or Leech Lake Indian Reservations, not included in the national forest created by said act, theretofore classified or designated as agricultural lands, are declared to be open to homestead settlement; and any of said land which has been classified as timber land shall be open to homestead settlement as soon and as fast as the timber is removed therefrom, provided that none of said lands shall be disposed of except on payment of one dollar and twenty-five cents per acre. On May 17, 1910 (38 L. D., 594), the following rule was adopted relative to the opening of the lands in said reservations from which the timber has been removed, viz:

5. In order to provide an orderly method by which "cut-over" lands in the Chippewa of the Mississippi, Cass Lake, Leech Lake, and Winnibigoshish Indian Reservations may be opened to settlement under the act of May 23, 1908 (35 Stat., 268), the superintendent of logging, Cass Lake, Minn., will hereafter file in the district land office at Cass Lake, as soon as a section or sections are entirely cut over and the timber is all removed therefrom, a notice giving a descrip-

tion of the subdivisions cut over, and from and after such filing in said office, the hour of which you will note on the notice, as well as on a duplicate to be forwarded to this office by the superintendent of logging, the lands will be subject to settlement, should there be no appropriation thereof. You will examine your records and note on the paper filed in your office any appropriation of the lands. You will at once post a copy of the notice in your office and furnish a copy to the local newspapers as an item of news, but not as an advertisement, and to the postmaster at Cass Lake, with a request that he post same in his office. The lands will not be subject to entry until they are included in a schedule of agricultural lands, as provided in the act of January 14, 1889 (25 Stat., 642). No rights will be gained by settling on lands from which the timber has not been cut and removed and notice has not been given in accordance with the foregoing. The superintendent of logging may withhold from notice as aforesaid tracts covered by logging roads which are necessary to future logging operations, notifying this office thereof. The superintendent of logging will give notice to you as expeditiously as possible after a section has been cut clean and the timber removed.

This regulation is applicable only to lands described in Schedule 1 and only to lands in said reservations.

4. In accordance with said rule, notice was given the district land office at Cass Lake, Minn., on January 11, 1915, at 10:30 a. m., by the superintendent of logging, that certain "cut-over" lands in the reservation mentioned, were subject to settlement from the hour of said filing. These lands are indicated in Schedule 1 by the letter A after the section number.

A further list of "cut-over" lands in said reservations was filed in the district land office at 9:30 a. m., September 24, 1915, at which time they became subject to settlement. These lands are indicated by the letter B, following the section number.

5. Lands in the former Pigeon River, Deer Creek, Bois Fort, Red Lake, and White Earth Reservations are not affected by said act of May 25, 1906, or said rule 5, quoted above. The lands in these reservations in the Cass Lake district are indicated by the letter C following the section number. The lands in the Crookston and Duluth districts described in this schedule are all in the reservations mentioned. These lands in Schedule 1 in the Cass Lake district, indicated by the letter C, and those in the Crookston and

Duluth districts will be subject to settlement under the homestead laws at 9 o'clock a. m., on April 12, 1916.

6. Schedule II contains 3,815.35 acres of lands classified as "pine" lands, estimated to contain 588⅔ M feet of white pine and 663⅔ M feet of Norway. The timber on these lands has heretofore been offered for sale under the act of June 27, 1902 (32 Stat., 400), and reoffered under section 27 of the act of June 25, 1910 (36 Stat., 862), and no bids received for same. Said section 27 provides in part as follows:

That should there be unsold pine timber on lands classified as "pine lands" after a reoffering under this act, the Secretary of the Interior is hereby authorized, if he deems it advisable, to open the lands on which such timber is located to homestead settlement, in accordance with the provisions of section six of said act of January fourteenth, eighteen hundred and eighty-nine, with the condition that the settler shall, at the time of making his original homestead entry, pay for the timber at a rate per thousand feet to be fixed by the Secretary of the Interior, which shall not be less than the minimum price provided by existing law, such payment to be in addition to the price required by law to be paid for the land, the amount of timber to be determined in accordance with existing Government estimates, or to be reestimated, if deemed advisable by the Secretary of the Interior, in such manner as he may prescribe and by such agents as he may designate under the authority of the said act of June twenty-seventh, nineteen hundred and two.

7. These lands have all been reestimated by the superintendent of logging, appointed under the act of June 27, 1902 (32 Stat., 400).

8. The lands described in Schedule II will be subject to settlement under the homestead laws at 9 o'clock a. m., April 12, 1916, standard time. No right to cut the pine timber on the land can be acquired until after entry therefor at the district land office and payment in full for the timber in accordance with the prices given in the schedule.

9. All persons who go upon any lands in the former Pigeon River, Deer Creek, White Earth, Red Lake, and Bois Fort Reservations, or upon any of the lands described in Schedule II, with a view to settlement thereon prior to the hour the lands are formally opened to settlement will gain no rights thereby and preference will be given the prior legal settler after the hour fixed for the opening, or the prior legal

applicant, as the case may be, notwithstanding such unlawful settlement.

10. All the lands in both Schedules I and II will be subject to entry at the appropriate district land office at 9 o'clock a. m., on April 26, 1916. All homestead applications and accompanying affidavits may be executed in the manner prescribed by law, and with the required fee and commissions, as well as the price of the timber, if the land applied for is described in Schedule II, may be filed in the proper district land office in person, by mail, or otherwise, within the period of twenty days prior to the date the lands become subject to entry. All such applications shall, with those presented by persons present at the local land office at the hour the lands become subject to entry, be held and treated as simultaneously filed at 9 o'clock a. m., on the day fixed for the opening. Applications subsequently presented will be received and noted in the order of their filing. You will carefully compare all applications simultaneously received as aforesaid, and dispose of them in the manner prescribed by circular No. 324 of May 22, 1914, so far as applicable, bearing in mind particularly that no rights were gained by settling on lands in the former Red Lake, Pigeon River, Deer Creek, White Earth, and Bois Fort Reservations, and lands described in Schedule II, prior to the date fixed in these regulations for such settlement, except as indicated in the following regulation.

11. Notice is expressly given that the following tracts described in the schedules are included in homestead settlements, applications, and entries, as indicated, which have been suspended pending the opening of the lands, and no adverse rights can be secured to said tracts pending the disposal of the claims of the persons whose names are given, viz: NW. ¼ SE. ¼, sec. 18, T. 148 N., R. 37 W., covered by the homestead entry of Nils Hagen; lots 2, 3, 4, sec. 24, T. 144 N., R. 32 W., covered by the homestead entry and settlement of Fred Goulding; NW. ¼ NE. ¼, said sec. 24, covered by the homestead application of Lucy F. Taylor; E. ½ SE. ¼ SE. ¼, sec. 33, T. 145 N., R. 31 W., covered by the homestead application of Ole Haraldson, who alleges settlement from May 10, 1910; SE. ¼ SW. ¼, sec. 2, T. 148 N., R. 38 W., entered by Halvar Stivenson July 13, 1911; N. ½ SE. ¼, sec. 20, T. 145 N., R. 25 W., covered by the homestead settlement of Leonard McDonald, alleged to have been made September 14, 1908; SW. ¼ NW. ¼, sec. 29, T. 163 N., R. 36 W., covered by the homestead entry of Alexander Pousep, made December 27, 1910; lot 5, sec. 3, lot 5, sec. 10, T. 159 N., R. 25 W., included in the homestead entry of Marion F. Smootz,

made June 19, 1907, and NW. ¼ SW. ¼, sec. 25, T. 149 N., R. 38 W., included in the homestead entry of Gust Nelson, made July 2, 1912. Action will at once be taken on these claims with a view to their disposal prior to the date of opening.

12. Notices have been filed in the district land office at Cass Lake, Minn., that the following described tracts heretofore opened to settlement, as stated in the schedule, are applied for by certain Indians, the allotment applications having been filed in the district land office in accordance with rule 3 of the rules adopted May 17, 1910 (38 L. D., 594), viz: E. ½ SE. ¼ NW. ¼, W. ½ NW. ¼ NW. ¼, sec. 28, T. 142 N., R. 30 W.; SE. ¼ NW. ¼, NE. ¼ SW. ¼ and lot 6, sec. 6, T. 141 N., R. 30 W.; N. ½ NE. ¼ SE. ¼, sec. 1, T. 141 N., R. 31 W.; W. ½ SE. ¼ NW. ¼, N. ½ NE. ¼ SW. ¼, sec. 12, T. 141 N., R. 29 W.; and S. ½ SE. ¼ SW. ¼, sec. 8, T. 142 N., R. 27 W.

Any homestead applicant for said lands must accompany the same with his affidavit, duly corroborated, setting forth fully the facts with reference to his settlement, residence, improvements, and cultivation of the land. All applications for these lands will be forwarded to this office for instructions by special letter, making due notation thereof on your monthly reports of applications, etc. You will report the date notice of the application for allotment was filed in your office.

13. Homestead applicants for Chippewa lands must possess the necessary qualifications required in the case of ordinary homestead entries.

14. A person who has heretofore made a homestead entry may make a second entry for 160 acres of these lands where the same is authorized by the laws and regulations applicable to the public lands of the United States. (See the acts of September 5, 1914, 38 Stat., 712; June 5, 1900, 31 Stat., 267; and May 22, 1902, 32 Stat., 203.)

Additional homestead entries for so much land as, added to the quantity previously entered, shall not exceed 160 acres are provided for in the acts of March 2, 1889 (25 Stat., 854), and April 28, 1904 (33 Stat., 527).

In the consideration of applications to make second and additional homestead entries for these lands you will be governed by the instructions issued under said acts.

15. Each settler is required, by the act of January 14, 1889, to pay for the lands settled upon the sum of $1.25 for

each acre, such payment to be made in five equal annual installments. The five annual payments must be made at the end of the first, second, third, fourth, and fifth years, respectively, from the date of the homestead entry. In entries for land in Schedule II the timber must also be paid for in full at the time of making entry.

16. The usual fee and commissions must be paid at the time of original entry and when the commutation or final payment and proof are made. You will not collect any payment for lands in excess of 160 acres embraced in an entry when the original entry is allowed, as the payment for such excess area will be included in the whole amount required to be paid in installments. (See instructions of Aug. 17, 1901, 31 L. D., 72, and Sept. 6, 1901, 31 L. D., 106.)

17. Under section 8 of the act of May 20, 1908 (35 Stat., 169), entrymen for lands in the former Red Lake Reservation will be required to pay a drainage charge of 3 cents per acre. In all entries made for the lands you will note on the application and receipt the following: "Subject to act of May 20, 1908." (See 36 L. D., 477.)

18. The right of commutation under section 2301, Revised Statutes, is extended to ceded Chippewa lands by the act of March 3, 1905 (33 Stat., 1005), and in case of commutation you will require the entryman to pay the final homestead commissions in addition to the purchase price of the land, $1.25 per acre. (See 33 L. D., 551.)

19. The disposal of the following lands is subject to the right of the United States to construct and maintain dams for the purpose of creating reservoirs in aid of navigation, as provided in the act of June 7, 1897 (30 Stat., 67), viz: Lot 8, sec. 4, T. 145 N., R. 26 W.; lot 7, sec. 28, lot 5, sec. 3., T. 142 N., R. 27 W.; lot 4, sec. 14, N. ½ NE. ¼ NE¼, W. ½ SE. ¼ NE. ¼, sec. 16, E. ½ NE. ¼ NE. ¼, sec. 21, SE. ¼ NW. ¼, sec. 22, S. ½ NE. ¼ SW. ¼, sec. 25, T. 142 N., R. 28 W.; lot 5, SE. ¼ SW. ¼, sec. 27, N. ½ NW. ¼ SW. ¼, sec. 34, T. 143 N., R. 28 W.; lot 8, sec. 31, T. 148 N., R. 28 W.; lot 2, sec. 18, T. 141 N., R. 29 W.; E. ½ SE. ¼ NW. ¼, sec. 3, T. 141 N., R. 30 W.; W. ½ NW. ¼ of NW. ¼, sec. 28, S. ½ NW. ¼ SE. ¼, S. ½ N. ½ NW. ¼ SE. ¼, sec. 36, T. 142 N., R. 30 W.; lot 4, sec. 7, lot 3, sec. 24, T. 146 N., R. 30 W.; lot 1, sec. 9, T. 142 N., R. 31 W.; lot 9, SE. ¼ SW. ¼, sec. 4, SW. ¼ NW. ¼, sec. 5, lot 6, NE. ¼ SW. ¼, sec. 6, NW. ¼ SE. ¼, sec. 8, T. 143 N., R. 31 W.; lot 3, sec. 15, lot 3, sec. 20, SW. ¼ NW. ¼, sec. 27, NW. ¼ SE. ¼, sec. 29, lot 2, sec. 30, T. 144 N., R. 31 W.; lot 2, sec. 3, T. 145 N., R. 31 W.; NE. ¼ SE. ¼, sec. 1, lot 5, S. ½ NW. ¼ SE. ¼, sec. 3, lots

1, 2, 3, W. ½ SW. ¼, sec. 4, lots 2, 3, W. ½ SE. ¼, sec. 5, lot 2, SE. ¼ NW. ¼, NE. ¼ SW. ¼, sec. 6, lot 3, E. ½ SW. ¼, sec. 7, lot 4, sec. 8, lot 2, sec. 14, lots 1, 2, 4, SE. ¼ SW. ¼, SW. ¼ SE. ¼, sec. 17, lots 5, 6, sec. 18, W. ½ NE. ¼, E. ½ lot 3, NW. ¼ SE. ¼, sec. 20, SW. ¼ SE. ¼, sec. 22, lot 7, sec. 30, T. 146 N., R. 31 W.; lots 4, 9, E. ½ SW. ¼, SW. ¼ SE. ¼, sec. 19, lot 7, sec. 20, NE. ¼ NE. ¼, S. ½ NE. ¼, sec. 24, lots 1, 3, 7, 9, N. ½ NW. ¼ NW. ¼, sec. 25, lots 2, 3, SW. ¼ NE. ¼, SE. ¼ NW. ¼, W. ½ SE. ¼, sec. 30, lots 6, 7, NW. ¼ NE. ¼, S. ½ NE. ¼, sec. 31, N. ½ NW. ¼, SW. ¼ NW. ¼, sec. 32, E. ½ SE. ¼, SW. ¼ SE. ¼, NE. ¼ NW. ¼, E. ½ NE. ¼, sec. 36, T. 147 N., R. 31 W.; NE. ¼ SE. ¼, sec. 1, T. 143 N., R. 32 W.; lots 2, 3, 4, NW. ¼ NE. ¼, sec. 24, T. 144 N., R. 32 W.; NE. ¼ SE. ¼, sec. 12, SE. ¼ NE. ¼, sec. 13, lots 10, 12, sec. 24, T. 146 N., R. 32 W.; lots 3, 5, S. ½ NE. ¼, sec. 24, lot 1, sec. 25, T. 147 N., R. 32 W.

20. The following tracts are reported to have been sold by the State authorities under the act of May 20, 1908 (35 Stat., 169), viz: S. ½ SW. ¼, sec. 14, E. ½ SE. ¼, sec. 15, T. 153 N., R. 30 W.; NE. ¼ NE. ¼, NW. ¼ SE. ¼, sec. 32, T. 154 N., R. 30 W.; lot 1, NW. ¼ NE. ¼, sec. 36, T. 159 N., R. 30 W.; SW. ¼ SE. ¼, sec. 14, E. ½ NE. ¼, sec. 21, T. 160 N., R. 30 W.; NW. ¼ SE. ¼, sec. 16, T. 152 N., R. 31 W.; NW. ¼ NW. ¼, sec. 26, NE. ¼ SW. ¼, NE. ¼ SE. ¼, sec. 30, T. 153 N., R. 31 W.; lots 3, 4, sec. 19, lot 1, sec. 30, T. 158 N., R. 31 W.; SW. ¼, sec. 14, T. 160 N., R. 31 W.; N. ½ SE. ¼, SW. ¼ SE. ¼, sec. 2, NW. ¼ SW. ¼, sec. 10, T. 157 N., R. 32 W.; NE. ¼ SE. ¼, sec. 14, lot 4, SW. ¼ SE. ¼, sec. 24, lot 1, NW. ¼ NE. ¼, sec. 25, SE. ¼ NE. ¼, sec. 26, NW. ¼ NE. ¼, NE. ¼ NW. ¼, sec. 28, NE. ¼ NE. ¼, SW. ¼ NE. ¼, sec. 35, T. 158 N., R. 32 W.; SW. ¼ NE. ¼, NW. ¼ NW. ¼, SE. ¼ NW. ¼, SE. ¼ SE. ¼, sec. 16, T. 159 N., R. 32 W.; NE. ¼ SE. ¼, sec. 10, N. ½ NW. ¼, SW. ¼ NW. ¼, sec. 11, T. 161 N., R. 37 W.; lot 4, sec. 16, T. 156 N., R. 41 W. The sale of these lands is not recognized by this office.

Section 1 of the act of May 20, 1908 (above cited), provides in part as follows:

That all lands in the State of Minnesota, when subject to entry, and all entered lands for which no final certificates have issued, are hereby made and declared to be subject to all of the provisions of the laws of said State relating to the drainage of swamp or overflowed lands for agricultural purposes * * *.

The lands opened to settlement and entry by these instructions have never previously been subject to entry and therefore were not subject to sale under the law cited.

21. The following tracts are to be disposed of subject to the easements mentioned, viz: W. ½ NE. ¼, sec. 14, NE. ¼ SE. ¼, S. ½ SE. ¼, sec. 15, T. 63 N., R. 5 E., public highway under the act of March 3, 1901 (31 Stat., 1084); N. ½ SW. ¼, sec. 9, T. 65 N., R. 23 W., telephone line of the Forest Service; lot 1, sec. 9, T. 142 N., R. 31 W.; lot 3, sec. 20, NW. ¼ SE. ¼, sec. 29, T. 144 N., R. 31 W.; SE. ¼ NW. ¼, sec. 1, T. 160 N., R. 32 W., right of way of the St. Paul, Minneapolis & Manitoba Railroad Co., now the Great Northern Railway Co.

22. The NW. ¼ NW. ¼, sec. 26, T. 62 N., R. 25 W., was opened to settlement and entry by circular of May 10, 1910, but was withdrawn June 13, 1910, because of the fact that lumber camps were located thereon. There being no longer need of such reservation, the lands will be subject to settlement and entry on the same date as other lands in said reservation.

23. There are included in the schedule 4,929.64 acres in Mud Lake bottom, located in T. 156 N., Rs. 41 and 42 W. These lands were surveyed for disposal under said act of January 14, 1889, for the benefit of the Chippewa Indians, pursuant to the opinion of the Attorney General of June 19, 1912 (29 Op., 455), and in accordance with the opinion of the Attorney General of February 15, 1915, settlers and entrymen for these lands are warned that there is a possibility of litigation with the patentees of lands surrounding said lake bottom, claiming as riparian owners.

24. Notice is hereby expressly given that there are logging roads across many of the tracts described in the schedule. Said logging roads have been used by the purchasers of Chippewa pine timber for several years, and the present prospect is that some of these said roads will continue to be used by said purchasers for several years longer.

25. Notices for publication, as required by said section 6 of the act of January 14, 1889, have been forwarded to the newspapers in which they are to be published. You will post a copy of said notice in your office.

Very respectfully,

CLAY TALLMAN,
Commissioner.

Approved February 19, 1916.

ANDRIEUS A. JONES,
First Assistant Secretary.

Schedule I—Agricultural Lands.

List of ceded Chippewa "cut-over" and agricultural lands. The descriptions preceded by letter A after the section number were opened to settlement at 10.30 a. m., on January 11, 1915; the descriptions preceded by letter B after the section number were opened to settlement at 9 o'clock a. m., September 27, 1915, and the descriptions preceded by letter C will be subject to settlement on April 12, 1916, at 9 o'clock a. m., standard time. All the lands will be subject to entry at 9 o'clock a. m., standard time, on April 26, 1916.

In the Cass Lake Land District.

	Acres.
T. 62 N., R. 25 W.:	
Sec. 1 C, lots 1, 2, 3, 4, 5, 6, SW., W. ½ SE. ¼	528.91
Sec. 2 C, lots 1, 2, 3, 4, NE. ¼ SW. ¼, S. ½ SW. ¼, SE. ¼	481.44
Sec. 3 C, lot 1, SW. ¼, SE. ¼	336.14
Sec. 8 C, NE. ¼, NW. ¼, SW. ¼, lots 1, 2, W. ½ SE. ¼	630.50
Sec. 16 C, all	640.00
Sec. 17 C, all	640.00
Sec. 18 C, all	640.00
Sec. 20 C, NE. ¼ NE. ¼, N. ½ NW. ¼, SE. ¼ NW. ¼, SW. ¼	320.00
Sec. 21 C, N. ½ NE. ¼, SE. ¼ NE. ¼, NW. ¼ NW. ¼, NE. ¼ SE. ¼	200.00
Sec. 22 C, NE. ¼, NW. ¼, W. ½ SW. ¼, E. ½ SE. ¼	480.00
Sec. 27 C, E. ½ NE. ¼, S. ½ SW. ¼, NE. ¼ SE. ¼, S. ½ SE. ¼	280.00
Sec. 28 C, W. ½ SW. ¼, S. ½ SE. ¼	160.00
Sec. 29 C, S. ½ SW. ¼, NE. ¼ SE. ¼, S. ½ SE. ¼	200.00
Sec. 32 C, NE. ¼, NW. ¼, NE. ¼ SE. ¼, lot 4	389.56
Sec. 33 C, lots 1, 2, 3, 4, NE. ¼, NE. ¼ NW. ¼, NE. ¼ SW. ¼, N. ½ SE. ¼	451.04
Sec. 34 C, NE. ¼, NW. ¼, N. ½ SW. ¼, N. ½ SE. ¼, lots 1, 2, 3, 4	635.60
Sec. 35 C, lots 1, 3, W. ½ NW. ¼, NW. ¼ SW. ¼, NE. ¼ SE. ¼	248.70
T. 145 N., R. 25 W.:	
Sec. 3 A, SW. ¼ SW. ¼	40.00
Sec. 10 A, NW. ¼ NE. ¼	40.00
Sec. 14 A, lot 2	41.44
Sec. 20 A, N. ½ SE. ¼	80.00
T. 146 N., R. 25 W.:	
Sec. 4 A, lot 1	44.66
Sec. 6 A, SW. ¼ NE. ¼, SE. ¼ NW. ¼	80.00

	Acres.
Sec. 15 A, SE. ¼ NW. ¼	40.00
Sec. 26 A, SW. ¼ SW. ¼	40.00
Sec. 35 A, NW. ¼ SW. ¼	40.00
T. 159 N., R. 25 W.:	
Sec. 3 C, lot 5	4.65
Sec. 10 C, lot 5	1.65
T. 145 N., R. 26 W.:	
Sec. 2 A, SE. ¼ NE. ¼	40.00
Sec. 4 B, lot 8	14.75
Sec. 14 A, W. ½ SE. ¼ SE. ¼	20.00
T. 146 N., R. 26 W.:	
Sec. 1 B, lots 7, 8, 9	79.47
Sec. 2 A, lots 1, 5, 8	119.55
Sec. 11 B, N. ½ SE. ¼, SW. ¼ SE. ¼	120.00
Sec. 16 B, SW. ¼ NE. ¼, N. ½ SW. ¼, SW. ¼ SW. ¼, NW. ¼ SE. ¼	200.00
Sec. 21 B, W. ½ NW. ¼	80.00
T. 147 N., R. 26 W.:	
Sec. 1 B, SW. ¼ NE. ¼	40.00
Sec. 2 B, NE. ¼ SE. ¼	40.00
Sec. 11 B, lot 2	32.00
Sec. 33 A, SE. ¼ NE. ¼, NE. ¼ SE. ¼	80.00
Sec. 34 A, NE. ¼ NW. ¼	40.00
T. 148 N., R. 26 W.:	
Sec. 1 B, SE. ¼ NW. ¼	40.00
Sec. 9 A, NE. ¼, NE. ¼ SE. ¼	200.00
Sec. 16 A, lot 2	16.05
T. 158 N., R. 26 W.:	
Sec. 25 C, SW. ¼ SW. ¼	40.00
Sec. 26 C, SE. ¼ SE. ¼	40.00
T. 159 N., R. 26 W.:	
Sec. 9 C, SW. ¼ NW. ¼, NW. ¼ SW. ¼	80.00
Sec. 13 C, NW. ¼ SE. ¼	40.00
Sec. 16 C, SE. ¼ NE. ¼, E. ½ SE. ¼	120.00
T. 141 N., R. 27 W.:	
Sec. 5 B, N. ½ SW. ¼ NE. ¼	20.00
Sec. 6 B, lot 9	21.46
Sec. 9 A, lot 7	30.45
T. 142 N., R. 27 W.:	
Sec. 5 A, W. ½ SW. ¼ SW. ¼	20.00
Sec. 8 A, S. ½ SE. ¼ SW. ¼	20.00
Sec. 28 A, lot 7	46.50

	Acres.
Sec. 31 A, lots 5 and 6	87.51
Sec. 32 A, lot 5, S. ½ SE. ¼ SW. ¼	72.00
T. 148 N., R. 27 W.:	
Sec. 5 A, lots 1, 2, SW. ¼ NW. ¼, SE. ¼ SW. ¼	165.00
Sec. 8 A, NW. ¼ NW. ¼	40.00
Sec. 18 A, NE. ¼ NW. ¼	40.00
Sec. 20 B, NE. ¼ SW. ¼	40.00
T. 157 N., R. 27 W.:	
Sec. 10 C, lot 3	43.30
T. 158 N., R. 27 W.:	
Sec. 27 C, lot 6	38.90
Sec. 28 C, lot 1	48.15
Sec. 29 C, SE. ¼ SE. ¼	40.00
T. 159 N., R. 27 W.:	
Sec. 15 C, NE. ¼ SW. ¼	40.00
T. 141 N., R. 28 W.:	
Sec. 6 B, S. ½ SE. ¼ SW. ¼	20.00
Sec. 7 B, NE. ¼ NE. ¼	40.00
Sec. 12 B, E. ½ NE. ¼ NW. ¼	20.00
Sec. 34 A, lot 12	25.74
Sec. 35 A, lot 2	54.25
T. 142 N., R. 28 W.:	
Sec. 3 B, N. ½ SW. ¼ NE. ¼	20.00
Sec. 4 B, lot 7	19.12
Sec. 14 A, lot 4	50.90
Sec. 16 B, N. ½ NE. ¼ NE. ¼, W. ½ SE. ¼ NE. ¼	40.00
Sec. 21 B, E. ½ NE. ¼ NE. ¼	20.00
Sec. 22 B, SE. ¼ NW. ¼	40.00
Sec. 25 A, S. ½ NE. ¼ SW. ¼	20.00
Sec. 31 B, N. ½ NE. ¼ NE. ¼, E. ½ SW. ¼ NE. ¼, N. ½ NE. ¼ SE. ¼	60.00
T. 143 N., R. 28 W.:	
Sec. 27 B, SE. ¼ SW. ¼, lot 5	77.25
Sec. 34 B, N. ½ NW. ¼ SW. ¼	20.00
T. 148 N., R. 28 W.:	
Sec. 1 A, SW. ¼ NE. ¼, SE. ¼ NW. ¼	80.00
Sec. 2 A, all fractional section except NW. ¼ SW. ¼	605.44
Sec. 3 A, S. ½ NW. ¼, NW. ¼ SW. ¼, N. ½ SE. ¼, SE. ¼ SE. ¼	240.00
Sec. 4 A, all fractional section except lots 1, 2, S. ½ SE. ¼	478.86
Sec. 11 A, NE. ¼, S. ½ NW. ¼, N. ½ SW. ¼, SE. ¼ SW. ¼, N. ½ SE. ¼, SW. ¼ SE. ¼	480.00

	Acres.
Sec. 12 A, NE. ¼ NW. ¼, SE. ¼ SE. ¼	80.00
Sec. 14 A, SW. ¼ SW. ¼	40.00
Sec. 15 A, NW. ¼ SE. ¼, E. ¼ SW. ¼	120.00
Sec. 16 B, lot 4	16.50
Sec. 26 A, SE. ¼ SW. ¼	40.00
Sec. 31 B, lot 8	.61
T. 159 N., R. 28 W.:	
Sec. 7 C, lots 2, 3, SE. ¼ NW. ¼, NE. ¼ SW. ¼	154.40
T. 160 N., R. 28 W.:	
Sec. 25 C, lot 4, SE. ¼ SE. ¼	59.60
T. 141 N., R. 29 W.:	
Sec. 5 B, SE. ¼ SW. ¼	40.00
Sec. 12 B, N. ½ NW. ¼ NE. ¼, W. ½ SE. ¼ NW. ¼, N. ½ NE. ¼ SW. ¼, W. ½ SE. ¼ SW. ¼	80.00
Sec. 18 B, lots 2, 10, SE. ¼ SE. ¼	119.75
Sec. 23 B, SW. ¼ NW. ¼, E. ½ SW. ¼, SE. ¼ SE. ¼	160.00
Sec. 26 A, lots 3 and 4	73.00
T. 158 N., R. 29 W.:	
Sec. 3 C, lots 2, 3, 4, S. ½ NW. ¼, NW. ¼ SW. ¼	241.58
Sec. 28 C, W. ½ SW. ¼	80.00
Sec. 29 C, SW. ¼, SE. ¼	320.00
Sec. 30 C, NE. ¼ SE. ¼, S. ½ SE. ¼	120.00
Sec. 31 C, lot 4, NW. ¼ NE. ¼	84.36
Sec. 33 C, NE. ¼ NE. ¼	40.00
Sec. 34 C, N. ½ NW. ¼, SW. ¼ NW. ¼	120.00
T. 159 N., R. 29 W.:	
Sec. 12 C, NW. ¼ SE. ¼	40.00
Sec. 34 C, N. ½ NW. ¼, SW. ¼ NW. ¼, NW. ¼ SW. ¼, S. ½ SW. ¼	240.00
T. 160 N., R. 29 W.:	
Sec. 17 C, S.W. ¼ NW. ¼, SW. ¼	200.00
Sec. 18 C, lots 3, 4, NE. ¼, E. ½ NW. ¼, E. ½ SW. ¼, E. ½ SE. ¼	482.70
Sec. 19 C, NE. ¼ NE. ¼	40.00
Sec. 20 C, W. ½ NW. ¼	80.00
Sec. 30 C, SW. ¼ NE. ¼, SE. ¼ NW. ¼, NE. ¼ SW. ¼	120.00
Sec. 31 C, N. ½ NE. ¼, SW. ¼ NE. ¼	120.00
T. 141 N., R. 30 W.:	
Sec. 3 B, E. ½ SE. ¼ NW. ¼	20.00
Sec. 6 A, SW. ¼ NE. ¼, NE. ¼ SW. ¼, lot 6, SE. ¼ NW. ¼, S. ½ NW. ¼ SE. ¼	182.06
Sec. 12 B, N. ½ NW. ¼ SE. ¼, N. ½ NE. ¼ NW. ¼	40.00

	Acres.
T. 142 N., R. 30 W.:	
Sec. 28 B, W. ½ NW. ¼ NW. ¼, E. ½ SE. ¼ NW. ¼	40.00
Sec. 36 B, S. ½ NW. ¼ SE. ¼, S. ½ N. ½ NW. ¼ SE. ¼	30.00
T. 146 N., R. 30 W.:	
Sec. 24 B, lot 3	20.70
E. 147 N., R. 30 W.:	
Sec. 25 B, SW. ¼ NW. ¼	40.00
T. 153 N., R. 30 W.:	
Sec. 4 C, SW. ¼ NW. ¼	40.00
Sec. 19 C, NE. ¼ SE. ¼	40.00
T. 141 N.,R. 31 W.:	
Sec. 1 A, N. ½ NE. ¼ SE. ¼	20.00
T. 142 N., R. 31 W.:	
Sec. 9 B, lot 1	16.75
T. 143 N., R. 31 W.:	
Sec. 4 A, lot 9, SE. ¼ SW. ¼	92.55
Sec. 5 A, SW. ¼ NW. ¼	40.00
Sec. 6 A, NE. ¼ SW. ¼, lot 6	82.26
Sec. 8 A, NW. ¼ SE. ¼	40.00
T. 144 N., R. 31 W.:	
Sec. 15 B, lot 3, SW. ¼ NW. ¼	58.30
Sec. 20 B, lot 3	27.60
Sec. 27 B, SW. ¼ NW. ¼	40.00
Sec. 29 B, NW. ¼ SE. ¼	40.00
Sec. 30 B, lot 2	36.85
T. 145 N., R. 31 W.:	
Sec. 35, E. ½ SE. ¼ SE. ¼	20.00
T. 146 N., R. 31 W.:	
Sec. 1 B, lots 3, 4, S. ½ NW. ¼, N. ½ SW. ¼, SW. ¼ SW. ¼, N. ½ SE. ¼ SW. ¼, SE. ¼	461.65
Sec. 2 A, lots 1, 2, 4, S. ½ NE. ¼, N. ½ SW. ¼ NW. ¼, NE. ¼ SW. ¼, SW. ¼ SW. ¼, S. ½ SE. ¼ SW. ¼, N. ½ SE. ¼, SE. ¼ SE. ¼	442.34
Sec. 3 A, lot 5, S. ½ NW. ¼ SE. ¼, NE. ¼ SE. ¼, S. ½ SE. ¼	164.30
Sec. 4 A, lots 1, 2, 3, NW. ¼ SW. ¼, S. ½ SW. ¼	197.95
Sec. 5 A, lots 2, 3, SE. ¼	231.65
Sec. 6 A, lots 2, 7, SE. ¼ NW. ¼, NE. ¼ SW. ¼	135.27
Sec. 7 A, lots 1, 3, E. ½ SW. ¼	154.60
Sec. 8 A, W. ½ NE. ¼, lot 4, E. ½ NW. ¼ SE. ¼, E. ½ SE. ¼	289.55

	Acres.
Sec. 9 A, NE. ¼, N. ½ NW. ¼, SE. ¼ NW. ¼, lots 1, 2, 3, 4, E. ½ SE. ¼	479.55
Sec. 12 B, NE. ¼ NE. ¼, NW. ¼ NW. ¼	80.00
Sec. 14 B, lot 2	51.45
Sec. 15 A, NE. ¼, NW. ¼ NW. ¼, SE. ¼ NW. ¼, NW. ¼ SW. ¼	280.00
Sec. 16 A, lots 1, 2, 3, 4, SE. ¼ NE. ¼, SW. ¼ NW. ¼, NE. ¼ SW. ¼, S. ½ SW. ¼, N. ½ SE. ¼, SW. ¼ SE. ¼	490.85
Sec. 17 A, lots 1, 2, 4, SE. ¼ SW. ¼, SW. ¼ SE. ¼	209.85
Sec. 18 A, lots 5 and 6	64.92
Sec. 20 A, W. ½ NE. ¼, NE. ¼ NW. ¼, E. ½ of lot 3, NW. ¼ SE. ¼	180.00
Sec. 21 A, NE. ¼ NE. ¼, S. ½ NW. ¼	120.00
Sec. 22 B, SW. ¼ SE. ¼	40.00
Sec. 23 B, lot 2	58.00
T. 147 N., R. 31 W.:	
Sec. 19 A, lots 1, 2, 4, 9, E. ½ SW. ¼, SW. ¼ SE. ¼	252.19
Sec. 20 A, lots 1, 2, 3, 4, 7, S. ½ NE. ¼, SE. ¼ NW. ¼	313.93
Sec. 24 A, NE. ¼ NE. ¼, S. ½ NE. ¼, NW. ¼ NW. ¼	160.00
Sec. 25 A, lots 3, 7, 9	78.85
Sec. 25 B, lot 1, N. ½ NW. ¼ NW. ¼	44.65
Sec. 30 A, lots 2, 3, 4, 5, SW. ¼ NE. ¼, SE. ¼ NW. ¼, E. ½ SW. ¼, W. ½ SE. ¼	364.25
Sec. 31 A, lots 1, 2, 6, 7, NW. ¼ NE. ¼, S. ½ NE. ¼, E. ½ NW. ¼, NE. ¼ SW. ¼	362.80
Sec. 32 A, N. ½ NW. ¼, SW. ¼ NW. ¼	120.00
Sec. 36 A, entire section	640.00
T. 153 N., R. 31 W.:	
Sec. 30 C, NE. ¼ SW. ¼, NE. ¼ SE. ¼	80.00
Sec. 31 C, lot 1	39.37
T. 143 N., R. 32 W.:	
Sec. 1 A, NE. ¼ SE. ¼	40.00
T. 144 N., R. 32 W.:	
Sec. 24, lots 2, 3, 4, NW. ¼ NE. ¼	180.18
T. 146 N., R. 32 W.:	
Sec. 1 A, lots 1, 2, 6, 7, SE. ¼ NE. ¼, W. ½ SE. ¼	316.17
Sec. 12 A, lots 3, 4, 5, W. ½ NE. ¼, SE. ¼ NE. ¼, NE. ¼ SE. ¼	268.27
Sec. 13 A, lots 1, 3, 7, 8, 9, SE. ¼ NE. ¼	178.75
Sec. 24 A, lots 2, 5, 6, 7, 10, 12, NE. ¼ SE. ¼	327.73

	Acres.
T. 147 N., R. 32 W.:	
Sec. 24 A, lots 3, 5, 6, 7, S. ½ NE. ¼, N. ½ SE. ¼, SW. ¼ SE. ¼	333.81
Sec. 25 A, lots 1, 2, 5, W. ½ NE. ¼, SE. ¼ NE. ¼, SE ¼	385.56
Sec. 36 A, lots 1, 4, N. [¼] NE. ¼, SW. ¼ NE. ¼, SE. ¼	352.50
T. 150 N., R. 32 W.:	
Sec. 8 C, E. ½ NE. ¼	80.00
T. 150 N., R. 33 W.:	
Sec. 14 C, lots 7, 8, 9	2.71
Sec. 15 C, lot 11	2.99
Sec. 16, lots 8, 9, 10, 11	22.24
Sec. 17, lot 5	5.38
T. 148 N., R. 35 W.:	
Sec. 21 C, lots 3, 4	18.45
Sec. 29 C, SW. ¼, NW. ¼, N. ½ SW. ¼	120.00
Sec. 36 C, lot 4	.95
T. 149 N., R. 35 W.:	
Sec. 20 C, SE. ¼ SE. ¼	40.00
Sec. 21 C, N. ½ NW. ¼, W. ½ SW. ¼	160.00
Sec. 26 C, lot 1	.30
Sec. 29 C, NW. ¼ NE. ¼	40.00
T. 150 N., R. 35 W.:	
Sec. 28 C, NW. ¼ SW. ¼, SW. ¼ SE. ¼	80.00
Sec. 32 C, NW. ¼ SW. ¼, SE. ¼ SE. ¼	80.00
Sec. 33 C, NW. ¼ NE. ¼, SE. ¼ NE. ¼, N. ¼ NW. ¼, SW. ¼ NW. ¼	200.00
T. 156 N., R. 35 W.:	
Sec. 3 C, W. ½ SW. ¼	80.00
Sec. 4 C, SE. ¼	160.00

In the Crookston Land District.

All lands opened in the Crookston land district will be subject to settlement on April 12, 1916, at 9 o'clock a. m., of standard time.

T. 158 N., R. 30 W.:	
Sec. 2, lots 3, 4, SW. ¼ NW. ¼	118.24
T. 159 N., R. 30 W.:	
Sec. 36, lot 1, NW. ¼ NE. ¼	80.70
T. 160 N., R. 30 W.:	
Sec. 14, SW. ¼ SE. ¼	40.00
Sec. 31, E. ½ NE. ¼	80.00

	Acres.
T. 158 N., R. 31 W.:	
Sec. 8, SE. ¼ SE. ¼	40.00
Sec. 9, SE. ¼ NE. ¼, NE. ¼ NW. ¼, SE. ¼ SE. ¼	120.00
Sec. 10, NE. ¼, NW. ¼, SW. ¼, N. ½ SE. ¼	560.00
Sec. 15, SE. ¼ NE. ¼, N. ½ NW. ¼	120.00
Sec. 16, SW. ¼ NW. ¼, SW. ¼ SW. ¼	80.00
Sec. 17, NE. ¼ NE. ¼, N. ½ SE. ¼, SW. ¼ SE. ¼	160.00
Sec. 19, lots 3 and 4	86.10
Sec. 20, NE. ¼ NE. ¼, S. ½ NW. ¼, NE. ¼ SW. ¼, NW. ¼ SE. ¼, S. ½ SE. ¼	280.00
Sec. 21, NW. ¼ NW. ¼	40.00
Sec. 29, N. ½ NE. ¼, W. ½ SE. ¼	160.00
Sec. 30, lot 1	43.05
T. 160 N., R. 31 W.:	
Sec. 14, SW. ¼	160.00
T. 161 N., R. 31 W.:	
Sec. 31, lot 1	39.47
Sec. 33, NE. ¼, E. ½ NW. ¼, NE. ¼ SW. ¼, NW. ¼ SE. ¼	320.00
T. 157 N., R. 32 W.:	
Sec. 2, N. ½ SE. ¼, SW. ¼ SE. ¼	120.00
Sec. 10, NW. ¼ SW. ¼	40.00
T. 158 N., R. 32 W.:	
Sec. 13, E. ½ NW. ¼	80.00
Sec. 14, NE. ¼ SE. ¼	40.00
Sec. 24, lot 4, SW. ¼ SE. ¼	72.04
Sec. 25, NW. ¼ NE. ¼, lot 1	72.45
Sec. 26, SE. ¼ NE. ¼	40.00
Sec. 28, NW. ¼ NE. ¼, NE. ¼ NW. ¼	80.00
Sec. 35, NE. ¼ NE. ¼, SW. ¼ NE. ¼	80.00
T. 159 N., R. 32 W.:	
Sec. 6, lot 2	39.72
Sec. 7, SE. ¼ SE. ¼	40.00
Sec. 8, NE. ¼ SE. ¼	40.00
Sec. 9, NW. ¼ SW. ¼	40.00
Sec. 16, SW. ¼ NE. ¼, NW. ¼ NW. ¼, SE. ¼ NW. ¼, SE. ¼ SE. ¼	160.00
T. 160 N., R. 32 W.:	
Sec. 1, SW. ¼ NE. ¼, S. ½ NW. ¼, SW. ¼, NW. ¼ SE. ¼	320.00
Sec. 2, lot 4, S. ½ NE. ¼, S. ½ NW. ¼, N. ½ SW. ¼, N. ½ SE. ¼	361.64
Sec. 3, lot 4, S. ½ NE. ¼, S. ½ NW. ¼, SW. ¼	362.85
Sec. 4, SE. ¼ NE. ¼, N. ½ SW. ¼, SE. ¼ SW. ¼	160.00

	Acres.
Sec. 5, NE. ¼ SE. ¼, S. ½ SE. ¼	120.00
Sec. 6, SE. ¼ SW. ¼	40.00
Sec. 8, N. ½ NE. ¼, SE. ¼ NE. ¼, S. ½ NW. ¼, NE. ¼ SW. ¼, E. ½ SE. ¼	320.00
Sec. 9, SE. ¼ NW. ¼, SW. ¼, SE. ¼, NE. ¼	520.00
Sec. 10, NW. ¼ NE. ¼, NW. ¼ NW. ¼, S. ½ NW. ¼, NW. ¼ SW. ¼, S. ½ SW. ¼	280.00
Sec. 11, SE. ¼ SE. ¼	40.00
Sec. 12, NE. ¼ NW. ¼, SW. ¼ NW. ¼, S. ½ SW. ¼	160.00
Sec. 14, NE. ¼ NE. ¼	40.00
Sec. 15, N. ½ NW. ¼, SE. ¼ SE. ¼	120.00
Sec. 16, N. ½ NE. ¼	80.00
Sec. 17, E. ½ NE. ¼, NE. ¼ SE. ¼	120.00
Sec. 28, NW. ¼ NW. ¼	40.00
Sec. 29, NW. ¼ NE. ¼, NE. ¼ NW. ¼, S. ½ NW. ¼	160.00
Sec. 30, N. ½ SE. ¼	80.00
T. 159 N., R. 33 W.:	
Sec. 2, lot 3, S. ½ NE. ¼, SE. ¼ NW. ¼, N. ½ SE ¼	240.45
T. 160 N., R. 33 W.:	
Sec. 16, NW. ¼ SW. ¼	40.00
Sec. 17, NE. ¼ SE. ¼	40.00
Sec. 22, NE. ¼ SW. ¼	40.00
Sec. 25, SE. ¼ NE. ¼, NE. ¼ SE. ¼	80.00
T. 162 N., R. 33 W.:	
Sec. 14, NW. ¼ SE. ¼	40.00
T. 163 N., R. 33 W.:	
Sec. 19, SE. ¼ SW. ¼	40.00
T. 157 N., R. 34 W.:	
Sec. 15, NW. ¼ NE. ¼, NW. ¼ NW. ¼	80.00
T. 158 N., 34 W.:	
Sec. 15, SW. ¼ NW. ¼	40.00
Sec. 16, SE. ¼ NE. ¼	40.00
T. 159 N., R. 34 W.:	
Sec. 2, SE. ¼ SE. ¼	40.00
Sec. 3, lots 2, 3, 4, SW. ¼ NE. ¼, S. ½ NW. ¼, NW. ¼ SE. ¼	281.95
Sec. 10, S. ½ SW. ¼, S. ½ SE. ¼	160.00
Sec. 11, W. ½ NE. ¼, E. ½ NW. ¼, SW. ¼, W. ½ SE. ¼	400.00
Sec. 14, S. ½ NW. ¼, SW. ¼	2.40
Sec. 15, NE. ¼, NW. ¼, E. ½ SW. ¼, N. ½ SE. ¼, SW. ¼ SE. ¼	520.00

	Acres.
Sec. 16, NE. ¼ NE. ¼, S. ½ NE. ¼, NW. ¼, NW. ¼ SW. ¼	320.00
T. 160 N., R. 34 W.:	
Sec. 23, SW. ¼ SW. ¼	40.00
Sec. 27, NE. ¼ NE. ¼	40.00
Sec. 31, SE. ¼ SW. ¼	40.00
Sec. 32, SE. ¼ NE. ¼, SE. ¼	200.00
Sec. 33, W. ½ SW. ¼, E. ½ SE. ¼	160.00
Sec. 34, N. ½ NE. ¼, N. ½ NW. ¼, SW. ¼ NW. ¼, NE. ¼ SW. ¼, S. ½ SW. ¼, N. ½ SE. ¼, SW. ¼ SE. ¼	440.00
T. 163 N., R. 34 W.:	
Sec. 24, SE. ¼ NE. ¼, SE. ¼ NW. ¼	80.00
Sec. 25, SE. ¼ NE. ¼, NE. ¼ SE. ¼	80.00
T. 159 N., R. 35 W.:	
Sec. 1, SE. ¼ SW. ¼	40.00
Sec. 17, NE. ¼ SW. ¼	40.00
Sec. 20, NE. ¼ SW. ¼	40.00
Sec. 31, S. ½ NE. ¼, N. ½ SE. ¼	160.00
Sec. 32, SW. ¼ NW. ¼, NW. ¼ SW. ¼	80.00
Sec. 34, NE. ¼ NE. ¼	40.00
T. 160 N., R. 35 W.:	
Sec. 1, lots 3 and 4	70.26
Sec. 2, lot 1, S. ½ NE. ¼, SE. ¼ NW. ¼, N. ½ SW. ¼	234.99
Sec. 16, W. ½ SW. ¼	80.00
Sec. 17, NE. ¼ SW. ¼, N. ½ SE. ¼	120.00
Sec. 20, SE. ¼	160.00
Sec. 28, NW. ¼ NW. ¼	40.00
Sec. 29, N. ½ NE. ¼	80.00
Sec. 30, lot 2, SW. ¼ NE. ¼, SE. ¼ NW. ¼, W. ½ SE. ¼	187.93
T. 148 N., R. 36 W.:	
Sec. 9, lot 8	.45
Sec. 14, NW. ¼ NE. ¼, SE. ¼ NW. ¼	80.00
Sec. 34, SW. ¼ NW. ¼	40.00
T. 149 N., R. 36 W.:	
Sec. 3, N. ½ SE. ¼	80.00
Sec. 16, lot 1, SW. ¼ NW. ¼	79.85
Sec. 28, SE. ¼ SW. ¼	40.00
T. 150 N., R. 36 W.:	
Sec. 26, lot 2	37.40
T. 156 N., R. 36 W.:	
Sec. 1, lots 2, 3, 4	67.06

	Acres.
T. 158 N., R.36 W.:	
Sec. 4, SW. ¼ SW. ¼	40.00
Sec. 5, SE. ¼ SE. ¼	40.00
Sec. 8, NE. ¼ NE. ¼	40.00
Sec. 9, NW. ¼ NW. ¼	40.00
T. 159 N., R. 36 W.:	
Sec. 11, NW. ¼ SW. ¼	40.00
Sec. 19, lots 3 and 4	78.28
Sec. 36, S. ½ NE. ¼, SE. ¼ NW. ¼	120.00
T. 163 N., R. 36 W.:	
Sec. 29, SW. ¼ NW. ¼	40.00
T. 143 N., R. 37 W.:	
Sec. 36, NE. ¼ NE. ¼, SW. ¼, NW. ¼ SE. ¼	240.00
T. 144 N., R. 37 W.:	
Sec. 13, NE. ¼ SE. ¼	40.00
Sec. 16, NE. ¼, S. ½ NW. ¼, SW. ¼, SE. ¼	560.00
Sec. 27, NE. ¼ SE. ¼, SE. ¼ NE. ¼	80.00
Sec. 28, NW. ¼ SE. ¼	40.00
T. 146 N., R. 37 W.:	
Sec. 28, N. W. ¼ S. W. ¼	40.00
T. 148 N., R. 37 W.:	
Sec. 31, N. W. ¼ NE. ¼	40.00
T. 150 N., R. 37 W.:	
Sec. 36, S. W. ¼ S. W. ¼	40.00
T. 161 N., R. 37 W.:	
Sec. 10, N. E. ¼ S. E. ¼	40.00
Sec. 11, N. ½ N. W. ¼, S. W. ¼ N. W. ¼	120.00
T. 149 N., R. 38 W.:	
Sec. 25, NW. ¼ S. W. ¼	40.00
T. 160 N., R. 38 W.:	
Sec. 25, W. ½ N. E. ¼, S. W. ¼ N. W. ¼	120.00
T. 156 N., R. 41 W.:	
Sec. 7, lots 5, 6, 7, 8, 9, 10, E. ½ S. W. ¼, S. E. ¼	385.49
Sec. 8, lots 5, 6, 7, 8, 9	153.51
Sec. 16, lots 4 and 5	40.77
Sec. 17, lots 3, 4, 5, 6, 7, 8, W. ½ N. E. ¼, E. ½ N. W. ¼, E. ½ S. W. ¼, S. E. ¼	599.86
Sec. 18, lots 1, 2, 3, 4, N. E. ¼, E. ½ N. W. ¼, E. ½ S. W. ¼, S. E. ¼	609.88
Sec. 19, lots 2, 3, 4, 5, 6, 7, N. E. ¼, E. ½ N. W. ¼, E. ½ S. W. ¼, N. ½ S. E. ¼	583.53
Sec. 20, lots 6, 7, 8, 9, W. ½ N. E. ¼, N. W. ¼	383.22

	Acres.
Sec. 21, lot 2	11.13
Sec. 30, lots 7, 8, 9	48.35
T. 156 N., R. 42 W.:	
Sec. 12, lots 5, 6, 7	130.58
Sec. 13, lots 2, 3, 4, 5, S. ½ N. E. ¼, S. ½ N. W. ¼, S. E. ¼, S. W. ¼	643.37
Sec. 14, lots 5, 6, 7, 8	138.34
Sec. 23, lots 5, 6, 7, 8	205.44
Sec. 24, all	640.00
Sec. 25, lots 5, 6, 7, N. E. ¼, N. ½ N. W. ¼	323.27
Sec. 26, lot 3	32.90

In the Duluth Land District.

All lands opened in the Duluth land district will be subject to settlement on Apr. 12, 1916, at 9 o'clock a. m. of standard time.

T. 63 N., R. 5 E.:	
Sec. 1, lots 3, 4, S. ½ N. W. ¼	160.00
Sec. 2, lots 1, 3, S. ½ N. E. ¼, S. ½ N. W. ¼	240.00
Sec. 3, lot 1	40.00
Sec. 4, lot 3	40.00
Sec. 8, NW. ¼ NW. ¼	40.00
Sec. 11, S. ½ NE. ¼, SE. ¼ NW. ¼, E. ½ SW. ¼, NW. ¼ SE. ¼	240.00
Sec. 12, NE. ¼, NW. ¼ NW. ¼, S. ½ NW. ¼, NW. ¼ SW. ¼	320.00
Sec. 14, W. ½ NE. ¼, N. ½ SW. ¼, SE. ¼	320.00
Sec. 15, NE. ¼ SW. ¼, NE. ¼ SE. ¼, S. ½ SE. ¼	160.00
Sec. 16, W. ½ NW. ¼, SE. ¼ SW. ¼	120.00
Sec. 21, E. ½ NE. ¼, SW. ¼ SE. ¼	120.00
T. 64 N., R. 5 E.:	
Sec. 33, SE. ¼ NE. ¼	40.00
Sec. 34, W. ½ NE. ¼, S. ½ NW. ¼, N. ½ SW. ¼, SE. ¼ SE. ¼	280.00
Sec. 35, SE. ¼ SE. ¼	40.00
Sec. 36, NE. ¼ SW. ¼, S. ½ SW. ¼, S. ½ SE. ¼	200.00
T. 63 N., R. 6 E.:	
Sec. 7, lots 1 and 2	75.10
T. 65 N., R. 21 W.:	
Sec. 28, NE. ¼ NW. ¼	40.00
Sec. 29, SW. ¼ NE. ¼, NW. ¼ SE. ¼	80.00
T. 64 N., R. 23 W.:	
Sec. 21, NE. ¼ NW. ¼, W. ½ SW. ¼	120.00
Sec. 28, lot 4	55.10

	Acres.
T. 65 N., R. 23 W.:	
Sec. 5, lots 1, 2, S. ½ NE. ¼, S. ½ NW. ¼, NW. ¼ SW. ¼, NE. ¼ SE. ¼	319.43
Sec. 7, lots 2, 3, 4, E. ½ NE. ¼, E. ½ SE. ¼	206.68
Sec. 8, NW. ¼ NE. ¼, NW. ¼ NW. ¼, S. ½ NW. ¼, SW. ¼, SE. ¼	480.00
Sec. 9, SW. ¼, NW. ¼ SE. ¼, SE. ¼ SE. ¼	240.00
Sec. 10, SW. ¼ SW. ¼	40.00
Sec. 15, N. ½ SW. ¼, SE. ¼ SW. ¼, NW. ¼ SE. ¼, S. ½ SE. ¼	240.00
Sec. 16, S. ½ NE. ¼, NW. ¼ NW. ¼, S. ½ NW. ¼, N. ½ SW. ¼, SW. ¼ SW. ¼, N. ½ SE. ¼, SW. ¼ SE. ¼	440.00
S. 17, NE. ¼, NW. ¼, N. ½ SW. ¼, SE. ¼ SW. ¼, SE. ¼	600.00
Sec. 18, lots 1, 2, E. ½ NE. ¼, NE. ¼ SE. ¼	154.32
Sec. 19, lots 3, 4, SE. ¼ SE. ¼	80.65
Sec. 20, SE. ¼ SW. ¼	40.00
Sec. 21, N. ½ NE. ¼, SW. ¼ NE. ¼, NE. ¼ NW. ¼	160.00
Sec. 22, NE. ¼, E. ½ NW. ¼, E. ½ SE. ¼	320.00
Sec. 23, SW. ¼ NW. ¼, SW. ¼, W. ½ SE. ¼	280.00
Sec. 26, SW. ¼ SW. ¼	40.00
Sec. 36, N. ½ NW. ¼, N. ½ SE. ¼	160.00

Schedule II—Pine Lands.

The following is a list of lands classified as pine lands, all of which will be subject to settlement under the homestead laws, on April 12, 1916, at 9 o'clock a. m., standard time. The lands will be subject to entry at 9 o'clock a. m., standard time, on April 26, 1916, at which time the timber must be paid for in full in accordance with the prices given opposite each description. Any person cutting the timber off the land before paying therefor will be regarded as a trespasser and dealt with accordingly.

In the Cass Lake Land District.

	Acres.	White pine. M feet.	Norway. M feet.	Price of timber.
T. 64 N., R. 24 W.:				
Sec. 1, lot 14	5.15	22	.....	$110.00
T. 158 N., R. 26 W.:				
Sec. 25, NW. ¼ SW. ¼	40.00	10	.....	50.00
Sec. 26, NE. ¼ SE. ¼	40.00	2½	.....	12.50
T. 157 N., R. 27 W.:				
Sec. 10, lot 4	41.85	7	.....	35.00

	Acres.	White pine. M feet.	Norway. M feet.	Price of timber.
T. 159 N., R. 28 W.:				
Sec. 26, NE. ¼ SE. ¼	40.00	1½	.....	7.50
Sec. 26, NW. ¼ SE. ¼	40.00	1	.....	5.00
Sec. 26, SW. ¼ SE. ¼	40.00	7½	.....	37.50
Sec. 26, SE. ¼ SE. ¼	40.00	6	.....	30.00
T. 146 N., R. 30. W.:				
Sec. 7, lot 4	1.80	1	.....	5.00
T. 153 N., R. 30 W.:				
Sec. 14, SW. ¼ SW. ¼	40.00	.....	1½	6.00
Sec. 14, SE. ¼ SW. ¼	40.00	½	1	6.50
Sec. 15, NE. ¼ SE. ¼	40.00	2	1	14.00
Sec. 15, SE. ¼ SE. ¼	40.00	1	2	13.00
Sec. 20, NW ¼ SW ¼	40.00	1	½	7.00
T. 154 N., R. 30 W.:				
Sec. 20, SW. ¼ SW. ¼	40.00	7	.....	35.00
Sec. 32, NE. ¼ NE. ¼	40.00	1	.....	5.00
Sec. 32, NW. ¼ SE. ¼	40.00	.....	⅕	3.20
Sec. 34, SE. ¼ SW. ¼	40.00	1½	½	9.50
T. 145 N., R. 31 W.:				
Sec. 3, lot 2	35.26	.....	10	40.00
T. 146 N., R. 31 W.:				
Sec. 30, lot 7	39.75	½	2½	12.50
T. 152 N., R. 31 W.:				
Sec. 16, NW. ¼ SE. ¼	40.00	5	.....	25.00
Sec. 16, SE. ¼ SE. ¼	40.00	4	.....	20.00
T. 153 N., R. 31 W.:				
Sec. 26, NW. ¼ NW. ¼	40.00	3	.....	15.00
Sec. 32, SW. ¼ NW. ¼	40.00	½	½	4.50
Sec. 35, NE. ¼ SE. ¼	40.00	5½	6½	53.50
T. 153 N., R. 32 W.:				
Sec. 26, lot 5	47.93	.....	25	150.00
T. 148 N., R. 33 W.:				
Sec. 16, lot 10	13.10	.....	3	12.00
Sec. 16, lot 11	16.85	2	2	18.00
T. 148 N., R. 35 W.:				
Sec. 33, SE. ¼ SW. ¼	40.00	.....	10	40.00
T. 150 N., R. 35 W.:				
Sec. 31, lot 4	33.34	1	⅓	6.33

In the Crookston Land District.

	Acres.	White pine. M feet.	Norway. M. feet.	Price of timber.
T. 168 N., R. 33 3W.:				
Sec. 17, lot 1	18.10	5	.....	$25.00
Sec. 18, lot 2	28.79	20	.....	100.00
Sec. 20, lot 1	9.50	10	.....	50.00
Sec. 20, lot 2	7.86	1	.....	5.00
Sec. 28, lot 4	34.70	2	.....	10.00
Sec. 29, lot 3	41.25	20	.....	100.00
T. 157 N., R. 34 W.:				
Sec. 10, NW. ¼ SW. ¼	40.00	40	.....	200.00
T. 158 N., R. 34 W.:				
Sec. 3, SE. ¼ SW. ¼	40.00	.....	1	4.00
Sec. 3, NW. ¼ SE. ¼	40.00	.....	2½	10.00
Sec. 3, SW. ¼ SE. ¼	40.00	.....	15	60.00
Sec. 3, SE. ¼ SE. ¼	40.00	.....	3	12.00
Sec. 9, NE. ¼ SE. ¼	40.00	7	.....	35.00
Sec. 9, SW. ¼ SE. ¼	40.00	2½	.....	12.50
Sec. 9, SE. ¼ SE. ¼	40.00	55	.....	275.00
Sec. 10, SE. ¼ SW. ¼	40.00	8	.....	40.00
Sec. 15, NW. ¼ NW. ¼	40.00	14	.....	70.00
Sec. 16, NE. ¼ NE. ¼	40.00	16	.....	80.00
Sec. 16, SE. ¼ SE. ¼	40.00	7	.....	35.00
Sec. 21, NE. ¼ NE. ¼	40.00	10	.....	50.00
T. 160 N., R. 34 W.:				
Sec. 5, SE. ¼ NW. ¼	40.00	.....	½	2.00
Sec. 5, SW. ¼ SE. ¼	40.00	.....	2	8.00
Sec. 5, SE. ¼ SE. ¼	40.00	.....	1½	6.00
T. 167 N., R. 34 W.:				
Sec. 7, NE. ¼ SW. ¼	40.00	3	.....	15.00
Sec. 7, NW. ¼ SE. ¼	40.00	4	.....	20.00
T. 159 N., R. 35 W.:				
Sec. 2, NW. ¼ SE. ¼	40.00	.....	10	40.00
Sec. 3, SW. ¼ NE. ¼	40.00	.....	1½	6.00
Sec. 3, SW. ¼ NW. ¼	40.00	.....	1½	6.00
Sec. 3, SE. ¼ NW. ¼	40.00	.....	10	40.00
Sec. 3, NE. ¼ SW. ¼	40.00	.....	6	24.00
Sec. 4, lot 1	40.82	.....	6	24.00
Sec. 4, SW. ¼ NE. ¼	40.00	.....	20	80.00
Sec. 4, SW. ¼ NW. ¼	40.00	.....	40	160.00
Sec. 4, SE. ¼ NW. ¼	40.00	.....	20	80.00
Sec. 4, NE. ¼ SW. ¼	40.00	.....	30	120.00
Sec. 4, NW. ¼ SW. ¼	40.00	.....	5	20.00
Sec. 5, NE. ¼ SE. ¼	40.00	.....	10	40.00
Sec. 5, NW. ¼ SE. ¼	40.00	.....	80	320.00
Sec. 13, SE. ¼ SW. ¼	40.00	.....	5	20.00

	Acres.	White pine. M feet.	Norway. M feet.	Price of timber.
Sec. 17, SW. ¼ SE. ¼.....	40.00	.....	20	80.00
Sec. 18, SE. ¼ SE. ¼.....	40.00	.....	3	12.00
Sec. 19, SW. ¼ NE. ¼.....	40.00	.....	1	4.00
Sec. 19, SE. ¼ NW. ¼.....	40.00	.....	4	16.00
Sec. 24, NE. ¼ NE. ¼.....	40.00	.....	13	52.00
Sec. 24, NW. ¼ NE. ¼.....	40.00	.....	10	40.00
Sec. 24, NE. ¼ NW. ¼.....	40.00	.....	13	52.00
Sec. 34, SW. ¼ NE. ¼.....	40.00	20	.....	100.00
Sec. 34, SE. ¼ NE. ¼.....	40.00	20	.....	100.00
T. 161 N., R. 35 W.:				
Sec. 24, NE. ¼ NE. ¼.....	40.00	.....	⅓	1.33
Sec. 24, SE. ¼ SW. ¼.....	40.00	.....	⅓	1.33
T. 159 N., R. 36 W.:				
Sec. 36, NE. ¼ SW. ¼.....	40.00	15	.....	75.00
Sec. 36, NW. ¼ SE. ¼.....	40.00	35	.....	175.00
T. 143 N., R. 37 W.:				
Sec. 3, lot 3.....	37.11	19	13	160.00
Sec. 5, SW. ¼ SE. ¼.....	40.00	5	.....	25.00
Sec. 32, NW. ¼ NE. ¼.....	40.00	10	1	55.00
Sec. 32, SW. ¼ SE. ¼.....	40.00	15	85	600.00
Sec. 35, NE. ¼ SE. ¼.....	40.00	10	40	300.00
T. 148 N., R. 37 W.:				
Sec. 18, NW. ¼ SE. ¼.....	40.00	⅓	.....	1.66
T. 159 N., R. 37 W.:				
Sec. 20, SW. ¼ NE. ¼.....	40.00	.....	½	2.00
T. 160 N., R. 37 W.:				
Sec. 26, SE. ¼ SE. ¼.....	40.00	.....	3	12.00
Sec. 35, NE. ¼ NE. ¼.....	40.00	.....	3	12.00
Sec. 35, SW. ¼ NE. ¼.....	40.00	.....	2	8.00
T. 148 N., R. 38 W.:				
Sec. 2, SE. ¼ SW. ¼.....	40.00	12	.....	60.00
In the Duluth Land District.				
T. 65 N. R. 21 W.:				
Sec. 4, SE. ¼ NW. ¼.....	40.00	1	15	$65.00
Sec. 9, SW. ¼ NE. ¼.....	40.00	2	.....	10.00
Sec. 16, SE. ¼ NW. ¼.....	40.00	8	15	100.00
Sec. 16 NW. ¼ SW. ¼.....	40.00	.....	7	28.00
Sec. 17, NE. ¼ SE. ¼.....	40.00	40	50	720.00
Sec. 20, NE. ¼ NW. ¼.....	40.00	5	25	180.00

	Acres.	White pine. M feet.	Norway. M feet.	Price of timber.
Sec. 27, lot 3	8.54	17	.....	136.00
Sec. 27, lot 4	8.10	10	.....	280.00
Sec. 27, lot 5	7.66	25	.....	00.00
Sec. 29, SE. ¼ NE. ¼	40.00	⅕	.....	1.00
T. 66 N., R. 21 W.:				
Sec. 27, lot 6	17.89	.....	7/10	2.80
T. 64 N., R. 23 W.:				
Sec. 21, NW. ¼ NW. ¼	40.00	1	.....	5.00

Recapitulation.

Schedule I:	Acres.
Cass Lake district	26,744.47
Crookston district	19,084.52
Duluth district	6,531.28
Total	52,360.27

Schedule II.	White pine. M feet.	Norway. M feet.	Price of timber.	Acres.
Cass Lake district	94	67⅓	$788.53	1,075.03
Crookston district	385⅔	482⅔	4,148.82	2,378.13
Duluth district	109	113⅔	2,155.80	362.19
Total, II	588⅔	663⅔	7,093.15	3,815.35
Total acreage	.....	.....	.....	56,175.62

Department of the Interior,
General Land Office,
February 19, 1916.

I respectfully recommend that the foregoing schedules of ceded Chippewa lands, embracing lands classified as agricultural under the act of January 14, 1889 (25 Stat., 642), "cut-over" lands subject to homestead entry under the act of May 23, 1908 (35 Stat., 268), lands in former Mud Lake bottom, and certain lands classified as pine lands, and to be opened to homestead entry under section 27 of the act of June 25, 1910 (36 Stat., 862), be approved.

CLAY TALLMAN,
Commissioner.

Approved:
ANDRIEUS A. JONES,
First Assistant Secretary.

Department of the Interior,
General Land Office,
Washington, D. C., October 23, 1918.

I hereby certify that the annexed office circular of February 19, 1916, is a true and literal examplification from the original in this office.

In Testimony Whereof I have hereunto subscribed my name and cause the seal of this office to be affixed, at the City of Washington, on the day and year above written.

(General Land Office Seal) C. M. BRUCE,
Assistant Commissioner of the
General Land Office.

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15 (Subpoena in Chancery.)

United States of America,
District of Minnesota, } ss.
Sixth Division.

The President of the United States of America,

To Holt State Bank, a corporation; Deposit Bank of Winona, a corporation; Federal Land Bank of St. Paul, a corporation; Advance Rumely Thresher Company, a corporation; Minnesota Masonic Home; Christian Burchland; Christian Larsen Ring; Peter A. P. Sandstrom; Frank W. Erickson; Mary A. C. Beuseman; Nels A. Fosen; Alva Luella Dale; Ludovic M. Larson; Alvina Silbaugh; Albert C. Jahr; Elisabeth Risberg; Carl Surmo; Engebret S. Moe; John F. Tapper; Annie Rowberg; Reier Reierson; George Olson; Axel Nelson; Bernard Larson; Knud O. Flaken; Margit Vaule; Olga C. Larson; Tina Wold; Joseph Boyesen; Thora Anderson; G. Howard Smith; L. E. Gossman; D. B. Bakke; A. N. Eckstrom; Joseph Boyesen; Clarence Larson, and Crookston State Bank, a corporation. Greeting.

You, and each of you, are hereby commanded to appear before our District Court of the United States of America for the District of Minnesota, Sixth Division, at Fergus Falls in said District, within Twenty Days after the service of this Subpoena upon you, exclusive of the day of such service, to answer the Bill of Complaint of The United States of America, this day filed in the Clerk's office of said Court, in said Fergus Falls, then and there to receive and abide by such judgment and decree as shall then or thereafter be made, upon pain of judgment being pronounced against you by default.

For the Marshal of the United States for the District of Minnesota to execute.

Witness the Honorable Page Morris, Judge of the District Court of the United States of America, for the District of Minnesota, and the Seal of said Court hereunto affixed. Issued at Fergus Falls in said District this 7th day of September, A. D. 1920.

(Seal of the) CHARLES L. SPENCER, Clerk,
(Court.) By L. A. LEVORSEN, Deputy.

Memorandum.

The within named defendants are notified that they are required to file their answer or other defenses in the Clerk's office of said Court, at Fergus Falls aforesaid, on or before the 20th day after the service of this Subpoena, excluding the day thereof; otherwise the Bill of Complaint may be taken *pro confesso*.

CHARLES L. SPENCER, Clerk.
By L. A. LEVORSEN, Deputy.

ALFRED JAQUES, ESQ., and
WILLIAM ANDERSON, ESQ.,
Plaintiff's Solicitors.

(Marshal's Returns of Service of Subpoena in Chancery.)

(Filed in U. S. District Court on Oct. 14, 1920.)

16 District of Minnesota, ss.

I hereby certify and return, that on the 5th day of October, 1920 I received the within Subpoena and that after diligent search, I am unable to find the within named defendants, Annie Rowberg, Peter A. P. Sandstrom, Christian Larsen Ring, John F. Topper, within my district.

JOSEPH A. WESSEL
United States Marshal

By L. J. PICHA
Deputy United States Marshal.

District of Minnesota, ss.

I hereby certify and return, that on the 5th day of October, 1920 I received the within Subpoena and that after dili-

gent search, I am unable to find the within named defendants Joseph Boyesen, Tina Wold, Mary A. C. Bensmann within my district.

JOSEPH A. WESSEL
United States Marshal.

By L. J. PICHA
Deputy United States Marshal.

---

17 Return on Service of Writ.

United States of America, } ss.
District of Minnesota. }

I hereby certify and return that I served the annexed.... on the therein-named Deposit Bank of Winona by handing to and leaving a true and correct copy thereof with L. J. Luhman, Vice President of the above named bank, personally at Winona in said District on the 8th day of October, A. D. 1920.

JOSEPH A. WESSEL,
U. S. Marshal.

By JOHN H. McGUIRE,
Deputy.

Return on Service of Writ.

United States of America, } ss.
District of Minnesota. }

I hereby certify and return that I served the annexed Subpoena on the therein-named Advance Rumely Thresher Company a Corporation by handing to and leaving a true and correct copy thereof with E. S. Tecktonius Manager of the above named company, personally at Minneapolis, in said District on the 2nd day of October, A. D. 1920.

JOSEPH A. WESSEL,
U. S. Marshal.

By JOHN H. McGUIRE,
Deputy.

---

18 Return on Service of Writ.

United States of America, }
District of Minnesota. } ss.

I hereby certify and return that I served the annexed Subpoena on the therein-named Minnesota Masonic Home by handing to and leaving a true and correct copy thereof with Gideon S. Ives President of the above named home personally at St. Paul in said District on the 2nd day of October, A. D. 1920.

JOSEPH A. WESSEL
U. S. Marshal.

By L. J. PICHA
Deputy.

Return on Service of Writ.

United States of America, }
District of Minnesota. } ss.

I hereby certify and return that I served the annexed Subpoena on the therein-named Federal Land Bank of St. Paul a Corporation by handing to and leaving a true and correct copy thereof with H. K. Jennings Secretary of the above named Bank personally at St. Paul in said District on the 2nd day of October, A. D. 1920.

JOSEPH A. WESSEL
U. S. Marshal.

By L. J. PICHA
Deputy.

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19 Return on Service of Writ.

United States of America, }
District of Minnesota. } ss.

I hereby certify and return that I served the annexed Subpoena on the therein-named Elizabeth Risberg by handing to and leaving a true and correct copy thereof with her personally at Thief River Falls in said District on the 4th day of October, A. D. 1920.

JOSEPH A. WESSEL,
U. S. Marshal,

By FRANK W. TUFTS,
Deputy.

Return on Service of Writ.

United States of America, } ss.
District of Minnesota. }

I hereby certify and return that I served the annexed Subpoena on the therein named Thora Anderson by handing to and leaving a true and correct copy thereof with her personally at 13 Miles S. W. of Thief River Falls, in said District on the 4th day of October, A. D. 1920.

JOSEPH A. WESSEL,
U. S. Marshal,

By FRANK W. TUFTS,
Deputy.

---

20 Return on Service of Writ.

United States of America, } ss.
District of Minnesota. }

I hereby certify and return that I served the annexed Subpoena on the therein-named A. N. Eckstrom by handing to and leaving a true and correct copy thereof with him personally at Warren in said District on the 5th. day of October, A. D. 1920.

JOSEPH A. WESSEL,
U. S. Marshal,

By FRANK W. TUFTS,
Deputy.

Return on Service of Writ.

United States of America, } ss.
District of Minnesota. }

I hereby certify and return that I served the annexed Subpoena on the therein named Crookston State Bank, by handing to and leaving a true and correct copy thereof with L. D. Foskett, Cashier of above named Crookston State Bank personally at Crookston in said District on the 30th. day of October, A. D. 1920.

JOSEPH A. WESSEL,
U. S. Marshal,

By FRANK W. TUFTS,
Deputy.

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21 Return on Service of Writ.

United States of America, }
District of Minnesota. } ss.

I hereby certify and return that I served the annexed Subpoena on the therein-named Margit Vaule by handing to and leaving a true and correct copy thereof with her personally at Crookston, in said District on the 1st. day of October, A. D. 1920.

JOSEPH A. WESSEL,
U. S. Marshal,

By FRANK W. TUFTS,
Deputy.

Return on Service of Writ.

United States of America, }
District of Minnesota. } ss.

I hereby certify and return that I served the annexed Subpoena on the therein named G. Howard Smith by handing to and leaving a true and correct copy thereof with him personally at Thief River Falls, in said District on the 2nd. day of October, A. D. 1920.

JOSEPH A. WESSEL,
U. S. Marshal,

By FRANK W. TUFTS,
Deputy.

---

22 Return on Service of Writ.

United States of America, }
District of Minnesota. } ss.

I hereby certify and return that I served the annexed Subpoena on the therein-named Holt State Bank, a corporation, et al. by handing to and leaving a true and correct copy thereof with B. Docken, Cashier of above named Holt State Bank, a corporation et al, personally at Holt, in said District on the 2nd. day of October, A. D. 1920.

JOSEPH A. WESSEL,
U. S. Marshal,

By FRANK W. TUFTS,
Deputy.

Return on Service of Writ.

United States of America, } ss.
District of Minnesota. }

I hereby certify and return that I served the annexed Subpoena on the therein named D. B. Bakke, by handing to and leaving a true and correct copy thereof with Him personally at Holt, in said District on the 2nd. day of October, A. D. 1920.

JOSEPH A. WESSEL,
U. S. Marshal,

By FRANK W. TUFTS,
Deputy.

---

23 Return on Service of Writ.

United States of America, } ss.
District of Minnesota. }

I hereby certify and return that I served the annexed Subpoena on the therein-named Reier Reierson, by handing to and leaving a true and correct copy thereof with him personally at Holt in said District on the .... day of October, A. D. 1920.

JOSEPH A. WESSEL,
U. S. Marshal,

By FRANK W. TUFTS,
Deputy.

Return on Service of Writ.

United States of America, } ss.
District of Minnesota. }

I hereby certify and return that I served the annexed Subpoena on the therein named Axel Nelson, by handing to and leaving a true and correct copy thereof with him personally at 10 miles East of Holt, in said District on the 2nd. day of October, A. D. 1920.

JOSEPH A. WESSEL,
U. S. Marshal,

By FRANK W. TUFTS,
Deputy.

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24 Return on Service of Writ.

United States of America, } ss.
District of Minnesota. }

I hereby certify and return that I served the annexed Subpoena on the therein named Alvina Silbaugh by handing to and leaving a true and correct copy thereof with her personally at 11 miles East of Holt in said District on the 2nd. day of October A. D. 1920.

JOSEPH A. WESSEL,
U. S. Marshal,

By FRANK W. TUFTS,
Deputy.

Return on Service of Writ.

United States of America, } ss.
District of Minnesota. }

I hereby certify and return that I served the annexed Subpoena on the therein named Knud O. Flakne, by handing to and leaving a true and correct copy thereof with him personally at 12 miles east of Holt in said District on the 2nd. day of October A. D. 1920.

JOSEPH A. WESSEL,
U. S. Marshal,

By FRANK W. TUFTS,
Deputy.

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25 Return on Service of Writ.

United States of America, } ss.
District of Minnesota. }

I hereby certify and return that I served the annexed Subpoena on the therein named Carl Surmo by handing to and leaving a true and correct copy thereof with him personally at 13 miles N. E. of Holt in said District on the 4th. day of October A. D. 1920.

JOSEPH A. WESSEL,
U. S. Marshal,

By FRANK W. TUFTS,
Deputy.

Return on Service of Writ.

United States of America, } ss.
District of Minnesota. }

I hereby certify and return that I served the annexed Subpoena on the therein named Frank W. Erickson, by handing to and leaving a true and correct copy thereof with him personally at 15 miles N. E. of Holt in said District on the 4th. day of October A. D. 1920.

JOSEPH A. WESSEL,
U. S. Marshal,

By FRANK W. TUFTS,
Deputy.

---

26 Return on Service of Writ.

United States of America, } ss.
District of Minnesota. }

I hereby certify and return that I served the annexed Subpoena on the therein named Nels A. Fosen, by handing to and leaving a true and correct copy thereof with him personally at 10 miles East of Holt, in said District on the 4th. day of October A. D. 1920.

JOSEPH A. WESSEL,
U. S. Marshal,

By FRANK W. TUFTS,
Deputy.

Return on Service of Writ.

United States of America, } ss.
District of Minnesota. }

I hereby certify and return that I served the annexed Subpoena on the therein named Engebret S. Moe by handing to and leaving a true and correct copy thereof with him personally at 10 miles S. E. of Holt, in said District on the 4th. day of October A. D. 1920.

JOSEPH A. WESSEL,
U. S. Marshal,

By FRANK W. TUFTS,
Deputy.

---

27 Return on Service of Writ.

United States of America, } ss.
District of Minnesota. }

I hereby certify and return that I served the annexed Subpoena on the therein named Albert C. Jahr, by handing to and leaving a true and correct copy thereof with him personally at 8 miles East of Holt, in said District on the 4th. day of October A. D. 1920.

JOSEPH A. WESSEL,
U. S. Marshal,

By FRANK W. TUFTS,
Deputy.

Return on Service of Writ.

United States of America, } ss.
District of Minnesota. }

I hereby certify and return that I served the annexed Subpoena on the therein named Christian Burchland, by handing to and leaving a true and correct copy thereof with him personally at 11 miles S. E. of Holt, in said District on the 4th day of October A. D. 1920.

JOSEPH A. WESSEL,
U. S. Marshal,

By FRANK W. TUFTS,
Deputy.

---

28 Return on Service of Writ.

United States of America, } ss.
District of Minnesota. }

I hereby certify and return that I served the annexed Subpoena on the therein named George Olson by handing to and leaving a true and correct copy thereof with him personally at Germantown in said District on the 4th. day of October A. D. 1920.

JOSEPH A. WESSEL,
U. S. Marshal,

By FRANK W. TUFTS,
Deputy.

Return on Service of Writ.

United States of America, }
District of Minnesota. } ss.

I hereby certify and return that I served the annexed Subpoena on the therein named Clarance Larson & Bernard Larson, by handing to and leaving a true and correct copy thereof with each of them personally at Golden Valley in said District on the 4th. day of October A. D. 1920.

JOSEPH A. WESSEL,
U. S. Marshal,

By FRANK W. TUFTS,
Deputy.

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29 United States Marshal's Office, }
District of Minnesota. }

I hereby certify and return, that I [received] the within writ on the 4th. day of October 1920, on Olga C. Larson by delivering to and leaving with Elmer Odi, husband, an adult person, who is a member or resident in the family of Olga C. Larson, (Deceased) said defendant named therein, at 2 miles east of Golden Valley County of Marshall in said District, an attested copy thereof, at the dwelling house or usual place of abode of said ..... one of said defendants herein 2 miles East of Golden Valley.
October 4, 1920.

JOSEPH A. WESSEL,
U. S. Marshal,

By FRANK W. TUFTS,
Deputy.

United States Marshal's Office, }
District of Minnesota. }

I hereby certify and return, that I [received] the within writ on the 5th. day of October 1920, on L. E. Gossman by delivering to and leaving with Mary C. Gossman (wife) an adult member or resident in the family of L. E. Gossman (Deceased) Said defendant named therein, at the house, Crookston, County of Polk in said District, an attested copy thereof,

at the dwelling house or usual place of abode of said..... one of said defendants herein.

Crookston, Minnesota.

October 5th, 1920.

JOSEPH A. WESSEL,
U. S. Marshal,

By FRANK W. TUFTS,
Deputy.

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30 Return on Service of Writ.

United States of America, } ss.
District of Minnesota. }

I hereby certify and return that I served the annexed Subpoena on the therein named Alva Luella Dale by handing to and leaving a true and correct copy thereof with her personally, at 3 miles West of Golden Valley in said District on the 4th. day of October, A. D. 1920.

JOSEPH A. WESSEL,
U. S. Marshal,

By FRANK W. TUFTS,
Deputy.

Return on Service of Writ.

United States of America, } ss.
District of Minnesota. }

I hereby certify and return that I served the annexed Subpoena on the therein named Ludovic M. Larson by handing to and leaving a true and correct copy thereof with him personally at 6 miles S. E. of Holt, in said District on the 4th. day of October, A. D. 1920.

JOSEPH A. WESSEL,
U. S. Marshal,

By FRANK W. TUFTS,
Deputy.

31 (Appearance of Counsel for Defendant, Margit Vaule.)

The Clerk will enter our appearance for the defendant Margit Vaule in the above entitled cause.

OLE J. VAULE &
WM. P. MURPHY,
Solicitors for Defendant Margit Vaule.

Filed in U. S. District Court Oct. 21, 1920.

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32 Separate Answer of Margit Vaule.

To the Honorable, the Judges of the District Court of the United States for the District of Minnesota:

Comes now the defendant, Margit Vaule, and for her separate answer to the Bill of complaint filed herein alleges as follows:

I.

This defendant denies each and every allegation and matter contained in said bill of complaint, except as hereinafter admitted.

II.

Defendant admits the allegations set forth in paragraphs two and three and all of paragraph five of said bill of complaint, except insofar as it is therein stated that the drainage of Mud Lake was completed in the month of August, 1910, and defendant alleges in that behalf that the drainage of said lake was not completed until in the year 1913.

III.

Defendant expressly denies that Mud Lake, shown on Exhibits "A" and "B" of said complaint as a meandered lake, was at the time of the survey thereof in 1892 a large marsh, swamp or overflowed land and denies that said lake
33 was improperly or erroneously meandered. On the other hand, defendant alleges that said Mud Lake at the time of said survey in 1892 was a large lake of open water of an area of 4929.64 acres and varying in depth from four to ten feet, and that said lake was navigable and was being put to public use such as boating, fishing, hunting and commercial purposes, and that said lake was regularly and

properly meandered by government survey in accordance with the rules and instructions of the department.

That said Mud Lake remained a navigable lake, as above stated, until the drainage thereof was completed, as hereinbefore set forth.

IV.

That on the 19th day of August, 1910, [on] Bergit Stenmo made homestead entry on Lot Four (4), Section Seven (7) and Lots One (1) and Two (2) and the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section Eight (8), in Township One Hundred Fifty-six (156) North, of Range Forty-one (41) West, in Marshall County, Minnesota, which tract of land borders on said Mud Lake and that said homestead entry was made in accordance with the provisions of the homestead laws of the United States of America, and that on the 23rd day of March, 1912, final proof was made thereon by said Bergit Stenmo and a final certificate for said entry was issued by the United States Land Office at Crookston, Minnesota, on the said 23rd day of March, 1912, and that on the 20th day of June, 1912, the United States Government duly issued its patent covering the said premises to the said Bergit Stenmo, and that a copy of said patent is hereto attached, marked Exhibit "A", and made a part hereof.

V.

That by the laws of the state of Minnesota it is expressly provided that meandered lakes, [wither] navigable or non-navigable, may be drained under the drainage acts of the state and that the beds of such lakes that are to be drained shall be divided by the District Court of the State of Minnesota having jurisdiction of the case among the owners of the shore lots contiguous to any such lake in proportion to the [s ore] rights of each owner.

That on the 14th day of November, 1911, one Albert
34 Johnson who was then the owner of one of the tracts of land contiguous to and [abbuting] upon the said Mud Lake and who, under the laws of the state of Minnesota, was the owner of a [protion] of the bed of said lake, brought an action in the District Court of Marshall County, Minnesota, against all of the remaining riparian owners of said Mud Lake to determine the ownership of the bed of said lake and to establish the boundary line between the said owners thereof, and which action was further brought to establish all adverse claims to said lake bottom. That the United States of America was made a party defendant to

said action. That on the 18th day of February, 1914, a judgment was duly entered by the court in said action wherein, among other things, it was ordered, adjudged and decreed that said Bergit Stenmo was the owner in fee of said Lot Four (4), Section Seven (7), and Lots One (1) and Two (2) and the Southeast Quarter of the NorthWest Quarter (SE¼NW¼) of Section Eight (8), in Township One Hundred Fifty-six (156), Range Forty-one (41), in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the west by a line extending from the point where the west boundary line of said lot four crosses the meander line of said lake to the center of the lake, and bounded on the east or southeast by a line extending from the point where the east [coundary] line of said lot two crosses the said meander line to the center of the lake.

VI.

That George W. Walker, a duly qualified civil engineer, was appointed in and by said judgment to establish said center by a suitable monument; and that thereafter the said George W. Walker established said center and also the said boundary lines between the respective owners of the lake bottom of Mud Lake and the boundary lines of the portion of the lake bed owned by this defendant, as aforesaid, and duly made a report of said survey to the court, which report was duly confirmed by said court on the 1st day of May, 1914.

VII.

That this defendant is now the owner in fee of said lot four, section seven, and [losts] one and two and the southeast quarter of the northwest [quarter] of section eight, township one hundred fifty-six, range Forty-one and all of that portion [fo] the bed of Mud Lake contiguous thereto, as above described.

VIII.

Defendant further alleges that following the entry of the above judgment the County Auditor and the County Board of said Marshall County, Minnesota, had the said lands within said Mud Lake bottom re-surveyed and subdivided, and that on the 10th day of May, 1916, they duly filed a certified plat of said survey in the office of the Register of Deeds of said Marshall County, Minnesota, and that the said plat is known and designated as Auditor's Plat and Subdivision of Mud Lake.

That thereafter the said lands were duly placed on the tax Books [or] said Marshall County, Minnesota, for taxation, and that said lands are now assessed in the name of this defendant and subject to general taxation.

IX.

Defendant admits that the General Land Office made a survey of Mud Lake bottom during the year 1913, as set forth in paragraph six of said Bill of complaint, and admits that the General Land Office has attempted to open the same for homestead entries under the homestead laws as alleged in paragraph seven of said Bill of complaint, but alleges that said survey was made without authority. That there was no public lands within said Mud Lake bottom at that time and the United States Government did not then and does not now own or have any interest in any land within said Mud Lake bottom whatsoever, and that the lands described in paragraph seven of the bill of complaint are the lands owned by this answering defendant and the remaining defendants who are the riparian owners of said Mud Lake in accordance with the above judgment, and that the plaintiff has no estate, right title or lien upon said lands, or any part thereof whatsoever.

Wherefore, this defendant prays that she be decreed the owner in fee of that part of Mud Lake described as follows, to-wit:

That portion of the bed of Mud Lake contiguous to Lot Four (4), Section Seven (7), and Lots One (1) and Two (2) and the Southeast Quarter of the Northwest Quarter (SE¼NW¼) of Section Eight (8), in Township One Hundred Fifty-six (156) North, of Range Forty-one (41) West, in Marshall County, Minnesota, bounded on the west
36 by a line extending from the point where the west boundary line of said Lot Four (4) crosses the meander line to the center of the lake, as established by George W. Walker, engineer, and bounded on the east or southeasterly side by a line from a point where the east boundary line of said lot Two (2) crosses the meander line to the center of the lake, and that it be decreed that the plaintiff has no estate, right, title or lien upon said land, or any [party] thereof.

OLE J. VAULE and WM. P. MURPHY.
Attorneys for Defendant, Margit Vaule,
Crookston, Minnesota.

Dated October 19, 1920.

37 Exhibit "A".

Crookston 05545

The United States of America

To All to Whom These Presents Shall Come, Greeting:

Whereas, a Certificate of the Register of the Land Office at Crookston, Minnesota, has been deposited in the General Land Office, whereby it appears that full payment has been made by the claimant Bergit Stenmo, according to the [procision] of the Act of Congress of April 24, 1820, entitled "An Act making further provision for the sale of the Public Lands" and the acts supplemental thereto, for the Lot Four of Section Seven and The Lots One and Two and the Southeast Quarter of the Northwest Quarter of Section Eight, in Township One Hundred [firty-six] North, of Range Forty-one West of the Fifth Principal Meridian, Minnesota, containing one hundred thirty-four acres, according to the Official Plat of the Survey of the said land, returned to the General Land Office by the Surveyor-General:

Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, Has Given and Granted, and by these presents Does Give and Grant, unto the said claimant and to the heirs of the said claimant the Tract above described; To Have and to Hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever.

In Testimony Whereof, I, William H. Taft, President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed. Given under my hand, at the City of Washington, the Twentieth day of June, in the year of our Lord one thousand nine hundred and twelve and of the Independence [ot eh] United States the one hundred and Thirty-sixth.

By the President: WM. H. TAFT.
By M. P. LEROY
Secretary.

(SEAL) JOHN O'CONNELL
Acting Recorder of the General Land Office.

Recorded; Patent Number 278804.

Answer Filed in U. S. District Court Oct. 21, 1920.

38 (Appearance of Counsel for Defendants, Reier Reierson, et al.)

The Clerk will enter my appearance for the defendants Reier Reierson, D. B. Bakke, Axel Nelson, Christian Burchland, A. N. Eckstrom, Elizabeth Risberg, and Nels A. Fosen in the above entitled cause.

A. N. ECKSTROM,
Solicitor for the above named Defendants.

Filed in U. S. District Court Oct. 21, 1920.

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39 Separate Answer of Reier Reierson.

To the Honorable, the Judges of the District Court of the United States for the District of Minnesota:

Comes now the defendant Reier Reierson and for his separate answer to the Bill of Complaint filed herein alleges, as follows:

I.

Defendant denies each and every allegation and matter contained in said Bill of Complaint, except as is hereinafter admitted.

II.

Defendant admits the allegations set forth in paragraphs two three and five of said Bill of Complaint, except the allegation in paragraph five that said drainage was completed in August, 1910, which is denied. Defendant alleges that said drainage was not completed until some time during the fall of 1911.

III.

Defendant expressly denies that Mud Lake shown on
40 Exhibits "A" and "B" of said Complaint as a meandered lake was at the time of the said survey in 1892, a large marsh, swamp or overflowed land, and denies that said lake was improperly or erroneously meandered. On the other hand, defendant alleges that said Mud Lake at the time of the said survey in 1892 was a large lake of open water of an area of 4929.64 acres, and varying in depth from four to ten feet, and that said lake was navigable and capable of being put to public use such as boating, fishing, hunting and commercial purposes, and that said lake was regularly and properly meandered by the Government sur-

vey in accordance with the rules and instructions of the Department.

IV.

That during the year 1908, or some time prior thereto, the exact date now unknown, one Peter Christianson made homestead entry on the south half of the southeast quarter and Lots four and five of section twenty, in township one hundred fifty-six, range forty-one, west of the fifth principal meridian containing 167.19 acres according to the official plat of the survey of the said lands returned to the General Land Office by the Surveyor General, which tract of land borders on said Mud Lake, and that said homestead entry was made in accordance with the provisions of the homestead laws of the United States of America, and that on the 19th day of November, 1913, the United States Government duly issued its patent covering said premises to the said Peter Christianson, and that a certified copy of said patent together with the filing thereof is hereto attached, marked exhibit "F" and made a part hereof. That at the time of the making of the said homestead entry the said Mud Lake was in fact a navigable lake and continued to be such until drained by the construction of Judicial Ditch No. 11 referred to in paragraph five of the Bill of Complaint.

V.

That on the 14th day of November, 1911, [on] Albert Johnson, who was then the owner of Lots One, Two,
41 three, and the northeast quarter of the northwest quarter and the northwest quarter of the northeast quarter of section seven in township One Hundred fifty-six, range forty-one, brought an action in the district court of Marshall County, Minnesota, against this defendant and all of the remaining riparian owners of said Mud Lake to determine the ownership of the bed of said Mud Lake, and to establish the boundary line between the respective owners thereof, and which action was further brought to determine any and all adverse claims to said Mud Lake bottom. That the United States of America was made a party defendant in this action. That on the 18th day of February, 1914, a judgment was duly made and entered by said court in said action wherein among other things, it was ordered, adjudged and decreed that said Peter Christianson was the owner in fee of Lots Four and Five of section twenty in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly and easterly side thereof by extending a

line from that point where the east boundary line of said lot four crosses the meandered line to the center of the lake as established by George W. Walker, Engineer, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot five crosses the meandered line to the center of the lake, and that a certified copy of said judgment is hereto attached, marked exhibit "G" and made a part hereof.

VI.

That George W. Walker a duly qualified civil engineer, was appointed in and by said judgment to establish said center by a suitable monument; and that thereafter the said George W. Walker duly established the said center and also the said boundary lines, and duly made a report of said survey to the court, which was duly confirmed by said court on the 1st day of May, 1914.

VII.

That the defendant is now the owner and seized in
42 fee of said Lots four and five of section twenty in township one hundred fifty-six, range forty-one, and all that portion of the bed of Mud Lake contiguous thereto and as above described.

VIII.

Defendant further alleges that following the entry of the above judgment the County Auditor and the County Board of said Marshall County, Minnesota, had the said lands within said Mud Lake bottom re-surveyed and subdivided, and that on the 19th day of May, 1916, they duly filed a certified plat of said survey in the office of the Register of Deeds of said Marshall County, Minnesota, and that the said plat is known and designated as Auditor's Plat and Subdivision of Mud Lake.

That the defendant's land within the said Mud Lake bottom according to the said Auditor's plat and subdivision are described as follows, to-wit: Lot C of the Southwest quarter of the southeast quarter ($SW\frac{1}{4}SE\frac{1}{4}$), Lot I of the northeast quarter of the southwest quarter ($NE\frac{1}{4}SW\frac{1}{4}$), Lot E of the southeast quarter of the southwest quarter ($SE\frac{1}{4}SW\frac{1}{4}$) of section eighteen; Lot A of Lot Seven, Lot B of the northeast quarter of the northeast quarter ($NE\frac{1}{4}NE\frac{1}{4}$), Lots B and E of the northwest quarter of the northeast quarter ($NW\frac{1}{4}NE\frac{1}{4}$), Lot B of the southeast quarter of the northeast quarter ($SE\frac{1}{4}NE\frac{1}{4}$), Lot A of the southwest quarter of the northeast quarter ($SW\frac{1}{4}NE\frac{1}{4}$),

Lot A of the northeast quarter of the northwest quarter ($NE\frac{1}{4}NW\frac{1}{4}$), Lot A of the northeast quarter of the southeast quarter ($NE\frac{1}{4}SE\frac{1}{4}$), of section No. nineteen; Lot B of Lot Eight, Lot Nine, Lot B of the southeast quarter of the northwest quarter ($SE\frac{1}{4}NW\frac{1}{4}$), Lot B of the southwest quarter of the northwest quarter ($SW\frac{1}{4}NW\frac{1}{4}$) of section twenty, in township one hundred fifty-six (156) North of Range Forty-one (41).

IX.

That thereafter the said lands were duly placed on the tax books of said Marshall County, Minnesota, for taxation, and that said lands are now assessed in the name of this defendant and subject to general taxation.

43 X.

Defendant admits that the General Land Office made a survey of Mud Lake bottom during the year 1913 as set forth in paragraph six of the said bill of complaint, and admits that the General Land Office has attempted to open the same for homestead entries under the homestead laws as alleged in paragraph seven of said Bill of Complaint, but alleges that said survey was made without authority. That there were no public lands within said Mud Lake bottom at that time, and that the United States Government did not then and does not now own or have any interest in any land within said Mud Lake bottom whatsoever, and that the lands described in paragraph seven of the Bill of Complaint are the lands owned by this answering defendant and the remaining defendants who are the riparian owners of the said Mud Lake in accordance with the above judgment exhibit "G". And that the plaintiff has no estate, right, title or lien upon said lands, or any part thereof, whatsoever.

Wherefore, This defendant prays judgment that he be decreed the owner in fee of that part of Mud Lake bottom described as follows: That portion of Mud Lake contiguous to Lot Four and Five, section Twenty, in township one hundred fifty-six (156), Range forty-one, in Marshall County, Minnesota, bounded on the easterly and northerly side thereof by a line extending from that point where the east line of said lot four crosses the meandered line to the center of the lake as established by George W. Walker, Engineer, and bounded on the westerly side thereof by extending a line from the point where the west boundary line of said lot five crosses the meandered line to the center of the lake, and that it be decreed that the plaintiff has no estate, right, title

or lien, in or upon said land or any part thereof, whatsoever.

Dated October 18, 1920.

A. N. ECKSTROM
Attorney for the Defendant,
Reier Reierson,
Warren, Minn.

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44 No. 74949. Exhibit "F"

The United States of America.

To All to Whom These Presents Shall Come, Greeting:

Whereas, a certificate of the Register of the Land Office at Crookston, Minnesota, has been deposited in the General Land Office whereby it appears that full payment has been made by Peter Christianson according to the provisions of the Act of Congress of April 24, 1920 entitled "An act making further provisions for the sale of the Public Lands" and the acts supplemental thereto, for the South half of the southeast quarter and Lots four and five of Section twenty in Township One hundred fifty six North of Range forty one West of the Fifth Principal Meridian, Minnesota, containing One hundred sixty seven and nineteen hundredths acres, according to the official plat of the survey of the said land returned to the General Land Office by the Surveyor General.

Now Know Ye, That the United States of America, in consideration of the premises and in conformity with the several acts of Congress in such case made and provided, has given and Granted, and by these presents does Give and Grant, unto the said claimant and to the heirs of the said Claimant the tract above described.

To Have and to Hold the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to heirs and assigns of the said claimant forever.

In Testimony Whereof, I Woodrow Wilson, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington, the Nineteenth day of November in the year of our Lord One

thousand nine hundred and thirteen and of the Independence of the United States the One hundred and thirty eighth.

By the President:
WOODROW WILSON,
By M. P. LEROY, Secretary.
L. Q. C. LEMAR,
Recorder of the General Land Office.

Recorded Patent Number 365765.

(United States General Land Office Seal)

Filed for record 13th day of June, A. D. 1914, at 8:30 A. M., and duly recorded in Book 49 of Deeds on Page 463.

CARL HANSON,
Register of Deeds.

State of Minnesota, } ss.
County of Marshall. }

I, Chas. E. Grinder, [Retister] of Deeds in and for said County and State, Do Hereby Certify that I have compared the foregoing and attached paper in writing, with the original record thereof, as recorded in Book 49 of Deeds on Page 463, of the public records now remaining in my said office, and that the same is a true and correct transcript of the original record of said instrument and the whole thereof.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal, in said County, this 19th day of October A. D. 1920.

(Seal)

CHAS. E. GRINDER,
Register of Deeds.

By BERTHA KNUTSON, Deputy.

45 Exhibit G.

County of Marshall } ss.
State of Minnesota }

District Court Fourteenth Judicial District.

Albert Johnson
Plaintiff
vs.
Bergit Stenmo, Bernard Larson, Knute O. Flakne, Hervey H. Hulburt, Jacob Anthon Johnson, George E. Olson, Peter Christianson, John F. Tapper, Thora Anderson, Christian Buckland, Karen Knutson, Christian Larsen Ring, Andrew Stenseth, Elizabeth Risberg, Nels A. Fosen, Axel Nelson, United States of America, G. Vandertuuk, A. J. Prins, D. B. Bakke, Frank W. Erickson, Joseph Boyesoh, and L. M. Larson,
Defendants.

This matter came regularly before the court on the 8th day of November, 1913, at his Chambers in the court house in the city of Warren, in said County, and State, on stipulation of W. J. Brown of Thief River Falls, Minnesota, and A. N. Eckstrom of Warren, Minnesota, attorneys for the plaintiff, and Ole J. Vaule and Wm. P. Murphy of Crookston, Minnesota, attorneys for the defendant Bergit Stenmo, the only answering defendant, and on application of the said attorneys for the plaintiff for a judgment as to the remaining defendants, all of whom are in default. It appearing to the court that all of the defendants have been personally served with the summons in the above entitled matter, and that none of the said defendants have filed an answer or appeared in any manner whatsoever except the defendant Bergit Stenmo, and the court having duly considered the evidence presented and being fully advised, made Findings of Fact, Conclusions of Law and order for Judgment.

Now, Therefore, On motion of Wm. J. Brown and A. N. Eckstrom, attorneys for the plaintiff,

It Is Ordered, Adjudged and Decreed, as follows:—

That the plaintiff Albert Johnson, is the owner of lots one, two, and three, of section seven, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake Contiguous thereto, bounded on the west by a line extending from
46 the point where the west section line of said section seven crosses the meandered line to the center of the lake, and bounded on the east by extending a line from the point where the east line of said lot three, section seven, crosses the meandered line to the center of the lake.

That the defendant, Bergit Stenmo, is the owner of lot four of section seven, and lots one and two of section eight, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake Contiguous thereto, bounded on the west by the same line which is described above as the east line of that portion of the bed of Mud Lake assigned to the plaintiff Albert Johnson, and bounded on the east by a line extending from the point where the east line of said lot two, section eight, crosses the meandered line to the center of the lake.

That the defendant Bernard Larson is the owner of lot three of section eight, in township one hundred fifty-six, range forty-one in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the westerly side thereof by the same boundary line as above described as being the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendant Bergit Stenmo, and bounded on the easterly side thereof by a line extending from that point where the south line of said lot three crosses the meandered line to the center of the lake.

That the defendant Knute O. Flakne, is the owner of lot four of section eight, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly and westerly sides thereof by the same line as above described as being the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendant Bernard Larson, and bounded on the southerly side thereof by extending a line from the point where the east line of said lot four crosses the meandered line, to the center of the lake.

That the defendant Hervey H. Hulburt is the owner of lots one and two of section seventeen, in township one hundred fifty-six range forty-one, in Marshall County,
47 Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line described as the southerly boundary line of that portion of the bed of Mud Lake assigned to the defendant Knute O. Flakne, and bounded on the southerly side thereof by extending a line from that point where the east line of said lot two crosses the meandered line to the center of the lake.

That the defendant L. M. Larsen is the owner of lot one, of section sixteen, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line as above described forming the southerly line of that portion of the bed of Mud Lake assigned to the defendant Hervey H. Hulburt, and bounded on the southerly side thereof by extending a line from that point where the south boundary line of said lot one crosses the meandered line to the center of the lake.

That the defendant Jacob Anthon Johnson is the owner of lots two and three, of section sixteen, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake bounded on the northerly side thereof by the same line as above described forming the southerly line of that portion of the bed of Mud Lake assigned to the defendant L. M. Larson, and bounded on the southerly side thereof by extending a line from that point where the south line of said lot three crosses the meandered line to the center of the lake.

That the defendant George E. Olson is the owner of lot one of section twenty-one, and lots one, two and three, of section twenty, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line as above described as forming the southerly boundary line of that portion of the bed of Mud Lake assigned to the defendant Jacob Anthon Johnson, and bounded on the southerly and westerly sides thereof by extending a line from that point where the west line of said lot three crosses the meandered line to the center of the lake.

That the defendant Peter Christiansen is the owner of lots four and five of section twenty, in township one

48 hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly and easterly sides thereof by the same line as above described as forming the westerly and southerly line of that portion of the bed of Mud Lake assigned to the defendant George E. Olson, and bounded on the westerly side thereof by extending a line from that point where the west line of the said lot five crosses the meandered line to the center of the lake.

That the defendant John F. Tapper is the owner of lot one, of section nineteen, and lots one and two of section thirty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Peter Christianson, and bounded on the westerly side thereof by extending a line from the point where the west line of said lot two crosses the meandered line to the center of the lake.

That the defendant Thora Anderson is the owner of lot three, of section thirty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant John F. Tapper, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot three crosses the meandered line to the center of the lake.

That the defendant Christian Buckland is the owner of lots three and four of section twenty-five, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, and bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Thora Anderson, and bounded on the westerly side thereof by a line extending from that point where the west line of said lot three crosses the meandered line to the center of the lake.

49 That the defendant Karen Knutson is the owner of lots one and two, of section twenty-five in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same lines above described as forming the westerly line of that portion of the bed of Mud

Lake assigned to the defendant Christian Buckland, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot one crosses the meandered line to the center of the lake.

That the defendant Christian Larson Ring, is the owner of lot two of section twenty-six, in township one hundred fifty-six, range forty-two and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Karen Knutson, and bounded on the westerly side thereof by extending a line from that point where the north line of said lot two crosses the meandered line to the center of the lake.

That the defendant Nels A. Fosen is the owner of lot one, of section twenty-six, in [twonship] one hundred fifty-six, range forty-two and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as being the westerly line of that portion of the bed of Mud Lake assigned to the defendant Christian Larsen Ring, and bounded on the westerly side thereof by extending a line from that point where the north boundary line of said lot one crosses the meandered line to the center of the lake.

That the defendant Elizabeth Risberg is the owner of lots one, two, three and four of section twenty-three, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly and southerly sides thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Nels A. Fosen, and bounded on the northerly side thereof by extending a line from that point where the north line of said lot one crosses the meandered line to the center of the lake.

50 That the defendant Axel Nelson is the owner of lots one, two three and four, of section fourteen, in township one hundred fifty-six range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly side thereof by the same line as above described as forming the northerly line of that portion of the bed of Mud Lake assigned to the defendant Elisabeth Risberg, and bounded on the northerly and easterly sides thereof by extending a line from that point where the east line of said lot one crosses the meandered line to the center of the lake.

That the defendant Joseph Boyeson is the owner of lot one, of section thirteen, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly and westerly sides thereof by the same line as above described as forming the northerly and easterly line of that portion of the bed of Mud Lake assigned to the defendant Axel Nelson, and bounded on the northerly and easterly sides thereof by extending a line from that point where the northerly line of said lot one crosses the meandered line to the center of the lake.

That the defendants, G. Vandertunk, A. J. Prins and D. B. Bakke are the owners of lots two, three and four, of section twelve, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly and westerly sides thereof by the same line as above described as forming the northerly and easterly line of that portion of Mud Lake assigned to the defendant Joseph Boyeson, and bounded on the easterly side thereof by extending a line from that point where the east line of said lot two crosses the meandered line to the center of the lake.

That the defendant Frank W. Erickson is the owner of lot one, of section twelve, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the westerly side thereof by the same line as above described as forming the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendants G. Vandertunk, A. J. Prins and D. B. Bakke, and bounded on the easterly side thereof by ex-
51 tending a line from that point where the east line of said lot one crosses the meandered line to the center of the lake.

That George W. Walker, Esq., a duly qualified civil engineer and surveyor be, and he is hereby appointed and directed to proceed to the property involved herein, and establish by suitable monuments the boundary line fixed and determined herein, and that he duly make his report to the court herein pursuant to law within sixty days from and after the 16th day of February, 1914.

That on the first day of May, 1914, the court will proceed to tax the costs in said matter and to fix and determine the attorney fees to be allowed in said matter and to confirm the report of the engineer above referred to.

Witness the Hon. Andrew Grindeland, Judge of said Court, at the City of Warren, in Marshall County, Minnesota, this 18th day of February, A. D. 1914.

A. C. SWANDBY
(SEAL) Clerk of District Court, Marshall County, Minnesota.

Certificate of Transcript.

State of Minnesota } ss.
County of Marshall }

I, A. C. Swandby, Clerk of the District Court, Marshall County, and State of Minnesota, do hereby certify that I have compared the foregoing paper writing pages 1 to 7 inclusive with the original Judgment in the action therein entitled, now remaining of record in my office, and that the same is a true and correct copy and transcript of said original and the whole thereof.

Witness My Hand and the seal of said Court at Warren, Minnesota, this Nineteenth day of October, A. D. 1920.

A. C. SWANDBY,
(SEAL) Clerk of the District Court.

Answer Filed in U. S. District Court Oct. 21, 1920

52

Separate Answer of D. B. Bakke
United States District Court
District of Minnesota
Sixth Division
No. .....

The United States of America,
Plaintiff,

vs.

Holt State Bank, a corporation, Deposit Bank of Winona, a corporation, Federal Land Bank of St. Paul, a corporation, Advance Rumely Thresher Company, a corporation, Minnesota Masonic Home, Christian Burchland, Christian Larson Ring, Peter A. P. Sandstrom, Frank W. Erickson, Mary A. C. Buessman, Nels A. Fosen, Alva Luella Dale, Ludovic M. Larson, Alvina Silbaugh, Albert C. Jahr, Elizabeth Risberg, Carl Surmo, Engebret S. Moe, John F. Tapper, Annie Rowberg, Reier Reierson, George Olson, Axel Nelson, Bernard Larson, Knud O. Flakne, Margit Vaule, Olga C. Larson, Tine Wold, Joseph Boyeson, Thora Anderson, G. Howard Smith, N. Whifford, L. E. Gossman, D. B. Bakke, A. N. Eckstrom, Joseph Boyeson, Clarence Larson and Crookston State Bank, a corporation,
Defendants.

} In Equity.

To the Honorable, the Judges of the District Court of the United States for the District of Minnesota:

Comes now the defendant D. B. Bakke, whose full name is Dyre B. Bakke, and for his separate answer to the Bill of Complaint filed herein, alleges as follows:

I.

Defendant denies each and every allegation and matter contained in said Bill of Complaint filed herein, except as is hereinafter admitted.

II.

Defendant admits the allegations set forth in paragraphs two, three and five of said complaint, except the allegation

in paragraph five that said drainage was completed in August, 1910, which is denied. Defendant alleges that said drainage was not completed until some time during the fall of 1911.

53 III.

Defendant expressly denies that Mud Lake shown on Exhibits "A" and "B" of said complaint as a meandered lake was at the time of the said survey made in 1892, a large marsh, swamp, or overflowed land, and denies that said lake was improperly and erroneously meandered. On the other hand, defendant alleges that said Mud Lake at the time of the said survey in 1892 was a large lake of open water of an area of 4929.64, acres, and varying in depth from four to ten feet, and that said lake was navigable and capable of being put to public use such as boating, fishing, hunting and commercial purposes, and that said lake was regularly and properly meandered by Government survey in accordance with the rules and instructions of the Department

IV.

That on the 1st day of February, 1904, the United States Government duly issued its patent to one Oliver Johnsrud covering the following described premises in Marshall County, Minnesota, to-wit: The Northeast quarter of the southwest quarter, the southeast quarter of the northwest quarter and Lots two, three and four of section twelve, in township one hundred fifty-six, range forty-two, west of the Fifth Principal Meridian containing 161.15 acres according to the official plat of survey of the said land returned to the General Land Office by the Surveyor General, and that a copy of said patent together with the filing thereof in the office of the Register of Deeds in Marshall County, Minnesota, is hereto attached, marked exhibit "F" and made a part hereof.

That the said tract of land borders on said Mud Lake, and that at the time of the issuance of the said patent the said Mud Lake was in fact a navigable lake and continued to be such until drained by the construction of Judicial Ditch No. 11 referred to in paragraph five [or] the Bill of Complaint.

V.

That on the 14th day of November, 1911, one Albert
54 Johnson, who was then the owner of Lots One, Two,

and three, and the northeast quarter of the northwest quarter and the northwest quarter of the northeast quarter of section seven in township one hundred fifty-six, range forty-one, brought an action in the district court of Marshall County, Minnesota, against this defendant and all of the remaining riparian owners of said Mud Lake to determine the ownership of the bed of said Mud Lake, and to establish the boundary line between the respective owners thereof, and which action was further brought to determine any and all adverse claims to said Mud Lake bottom. That the United States of America was made a party defendant in this action. That on the 18th day of February, 1914, a judgment was duly made and entered by said court in said action wherein among other things, it was ordered, adjudged and decreed that this defendant together with one G. Vandertuuk and A. J. Prins [where] the owners in fee of Lots Two, three and four of Section Twelve in Township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto bounded on the southerly side thereof by extending a line from that point where the south line of said lot four crosses the meandered line to the center of the lake, and bounded on the northerly and easterly side thereof by extending a line from that point where the east line of said lot two crosses the meandered line to the center of the lake as established by George W. Walker, Engineer, appointed by the court, and that a certified copy of said judgment is hereto attached marked exhibit "G" and made a part hereof. That since the entry of the said judgment the said G. Vandertuuk and A. J. Prins conveyed all of their interest in and to said lands to this defendant.

VI.

That George W. Walker, a duly qualified civil engineer, was appointed in and by said judgment to establish said center by a suitable monument; and that thereafter the said George W. Walker established the said center and also the said boundary lines, and duly made a report of said survey to the court, which was duly confirmed by said court on the 1st day of May, 1914.

55 VII.

That this defendant is now the owner and seized in fee of said lots two, three and four of section twelve, in township one hundred fifty-six (156), Range forty-two (42), and that portion of the bed of Mud Lake contiguous thereto as above described, the defendant having received title to

the said lands through mesne conveyances from Oliver Johnsrud, the patentee above named and his grantees.

VIII.

Defendant further alleges that following the entry of the above judgment the County Auditor and the County Board of said Marshall County, Minnesota, had the said lands within said Mud Lake bottom re-surveyed and subdivided, and that on the 10th day of May, 1916, they duly filed a certified plat of said survey in the offices of the Register of Deeds of said Marshall County, Minnesota, and that the said plat is known and designated as Auditor plat and Subdivision of Mud Lake.

That the defendant's land within the said Mud Lake bottom according to said Auditor's Plat and subdivision are described as follows, to-wit: Lot C of Lot One, Lot C of Lot Two, Lot C of Lot Three, Lot T of the northeast quarter of the southwest quarter (NE¼SW¼) of Section Eighteen (18), Township one hundred fifty-six, range forty-one (41); Lot B of Lot Five, Lot Six and Lot Seven of Section Twelve; Lot B of Lot Two, Lot Three, Lot A of Lot Four, Lot A of Lot Five, Lot B of the southeast quarter of the northeast quarter (SE¼NE¼), Lot A of the southwest quarter of the northeast quarter (SW¼NE¼), Lot A of the southeast quarter of the northwest quarter (SE¼NW¼), Lot A of the northeast quarter of the southeast quarter (NE¼SE¼), Lot A of the northwest quarter of the southeast quarter (NW¼SE¼), Lot A of the southeast quarter of the southeast quarter (SE¼SE¼), of section thirteen (13) in township One Hundred fifty-six (156) Range forty-two (42).

56 IX.

That thereafter the said lands were duly placed on the tax books of said Marshall County, Minnesota, for taxation, and that said lands are now assessed in the name of this defendant and subject to general taxation.

X.

Defendant admits that the general Land Office made a survey of Mud Lake bottom during the year 1913 as set forth in paragraph six of the said bill of Complaint, and admits that the General Land Office has attempted to open the same for homestead entries under the homestead laws as alleged in paragraph seven of said Bill of Complaint, but alleges that said survey was made without authority. That

there were no public lands within said Mud Lake bottom at that time, and that the United States Government did not then and does not now own or have any interest in any land within said Mud Lake bottom whatsoever, and that the lands described in paragraph seven of the Bill of Complaint are the lands owned by this answering defendant and the remaining defendants who are the riparian owners of the said Mud Lake in accordance with the above judgment exhibit "G". And that the plaintiff has no estate, right, title or lien upon said lands, or any part thereof, whatsoever.

Wherefore, This defendant prays judgment that he be decreed the owner in fee of that part of Mud Lake described as follows: That portion of Mud Lake bottom contiguous to Lot Two, three and four of Section Twelve, in township one hundred fifty-six, range forty-two, in Marshall County, Minnesota, bounded on the south by a line extending from the point where the south line of said lot four crosses the meandered line to the center of the lake as established by George W. Walker, Engineer, and bounded on the northerly and easterly side thereof by extending a line from the point where the east line of said lot two crosses the meandered line to the center of the lake, and that it be decreed that the plaintiff has no estate, right, title or lien on said land, or any part thereof, whatsoever.

A. N. ECKSTROM
Attorney for the Defendant,

D. B. Bakke,
Warren, Minn.

Dated October 18, 1920.

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57 No. 91134. Exhibit "F".

The United States of America.

Chippewa Lands,
Certificate No. 1344.

To All to Whom These Presents Shall Come, Greeting:

Whereas, Oliver Johnsrud, of Marshall County, Minnesota has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at Crookston, Minnesota, whereby it appears that full payment has been made by the said Oliver Johnsrud, according to the provisions of the Act of Congress of the 24th day of April 1820,

entitled "An Act making further provisions for the sale of the Public Lands" and the Acts supplemental thereto, for the Northeast Quarter of the South West Quarter, the Southeast Quarter of the Northwest Quarter and the lots numbered two, three and four of Section Twelve in Township One Hundred and Fifty Six north of Range Forty two west of the Fifth Principal Meridian in Minnesota, containing one hundred and sixty one acres and fifteen hundredths of an [acres] according the official plat of the survey of the said land returned to the General Land Office by the Surveyor General which said tract has been purchased by the said Oliver Johnsrud.

Now Know Ye, that the United States of America, in consideration of the premises and conformity with the several acts of Congress in such case made and provided, have given and Granted, and by these presents do Give and Grant, unto the said Oliver Johnsrud, and to his heirs and assigns tract above described.

To Have and to Hold the same, together with the rights, privileges immunities and appurtenances of whatsoever nature, thereunto belonging, unto the said Oliver Johnsrud, and to his heirs and assigns forever.

In Testimony Whereof, I Theodore Roosevelt, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington, the first day of February in the year of our Lord one thousand nine hundred and four and of the Independence of the United States the one [one] hundred and twenty-eighth.

By the President:

T. ROOSEVELT.
By F. M. McKEAN, Secretary.
C. H. BRUSH, Recorder of the General Land Office.

Recorded Minnesota Vol. 306, Page 59.
(United States Land Office Seal.)

Filed for Record the 22nd day of August, A. D. 1917, at 8:00 A. M, and duly recorded in Book 52 of Deeds on Page 153.

CHAS. E. GRINDER, Register of Deeds.

State of Minnesota, } ss.
County of Marshall. }

I, Chas. E. Grinder, Register of Deeds, in and for said County and State, do Hereby Certify That I have compared the foregoing and attached paper in writing, with the original record thereof, as recorded in Book 52 of Deeds on Page 153 of the public records now remaining in my said office, and that the same is a true and correct transcript of the original record of said instrument and the whole thereof.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal in said County, this 19th day of October, A. D. 1920.

CHAS. E. GRINDER, Register of Deeds.
(SEAL) By BERTHA KNUTSON, Deputy.

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58 Exhibit G.

State of Minnesota } ss.
County of Marshall }

District Court Fourteenth Judicial District

Albert Johnson
Plaintiff
vs.

Bergit Senmo, Bernard Larson, Knute O. Flakne, Hervey H. Hulburt, Jacob Anthon Johnson, George B. Olson, Peter Christianson, John F. Tapper, Thora Anderson, Christian Buckland, Karen Knutson, Christian Larsen Ring, Andrew Stenseth, Elizabeth Risberg, Nels A. Fosen, Axel Nelson, United States of America, G. Vandertuuk, A. J. Prins, D. B. Bakke, Frank W. Erickson, Joseph Boyeson, and L. M. Larson,
Defendants.

This matter came regularly before the court on the 8th day of November, 1913, at his Chambers in the court house in the city of Warren, in said County, and State, on stipulation of W. J. Brown of Thief River Falls, Minnesota, and A. N. Eckstrom of Warren, Minnesota, attorneys for the plaintiff, and Ole J. Vaule and Wm. B. Murphy of Crookston, Minnesota, attorneys for the defendant Bergit Stenmo,

the only answering defendant, and on application of the said attorneys for the plaintiff for a judgment as to the remaining defendants, all of whom are in default. It appearing to the court that all of the defendants have been personally served with the summons in the above entitled matter, and that none of the said defendants have filed an answer or appeared in any manner whatsoever except the defendant Bergit Stenmo, and the court having duly considered the evidence presented and being fully advised, made Findings of Fact, Conclusions of Law and order for Judgment.

Now, Therefore, On motion of Wm. J. Brown and A. N. Eckstrom, attorneys for the plaintiff,

It is Ordered, Adjudged and Decreed, as Follows:—

That the plaintiff Albert Johnson, is the owner of lots one, two, and three, of section seven, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake Contiguous thereto,
59 bounded on the west by a line extending from the point where the west section line of said section seven crosses the meandered line to the center of the lake, and bounded on the east by extending a line from the point where the east line of said lot three, section seven, crosses the meandered line to the center of the lake.

That the defendant, Bergit Stenmo, is the owner of lot four of section seven, and lots one and two of section eight, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake Contiguous thereto, bounded on the west by the same line which is described above as the east line of that portion of the bed of Mud Lake assigned to the plaintiff Albert Johnson, and bounded on the east by a line extending from the point where the east line of said lot two, section eight, crosses the meandered line to the center of the lake.

That the defendant Bernard Larson is the owner of lot three of section eight, in township one hundred fifty-six, range forty-one in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the westerly side thereof by the same boundary line as above described as being the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendant Bergit Stenmo, and bounded on the easterly side thereof by a line extending from that point where the south line of

said lot three crosses the meandered line to the center of the lake.

That the defendant Knute O. Flakne, is the owner of lot four of section eight, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly and westerly sides thereof by the same line as above described as being the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendant Bernard Larson, and bounded on the southerly side thereof by extending a line from the point where the east line of said lot four crosses the meandered line, to the center of the lake.

That the defendant Hervey H. Hulburt is the owner of lots one and two of section seventeen, in township one hun-
60 dred fifty-six range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line described as the southerly boundary line of that portion of the bed of Mud Lake assigned to the defendant Knute O. Flakne, and bounded on the southerly side thereof by extending a line from that point where the east line of said lot two crosses the meandered line to the center of the lake.

That the defendant L. M. Larson is the owner of lot one, of section sixteen, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line as above described forming the southerly line of that portion of the bed of Mud Lake assigned to the defendant Hervey H. Hulburt, and bounded on the southerly side thereof by extending a line from that point where the south boundary line of said lot one crosses the meandered line to the center of the lake.

That the defendant Jacob Anthon Johnson is the owner of lots two and three, of section sixteen, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake bounded on the northerly side thereof by the same line as above described forming the southerly line of that portion of the bed of Mud Lake assigned to the defendant L. M. Larson, and bounded on the southerly side thereof by extending a line from that point where the south line of said lot three crosses the meandered line to the center of the lake.

That the defendant George E. Olson is the owner of lot one of section twenty-one, and lots one, two and three, of section twenty, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line as above described as forming the southerly boundary line of that portion of the bed of Mud Lake assigned to the defendant Jacob Anthon Johnson, and bounded on the southerly and westerly sides thereof by extending a line from that point where the west line of said lot three crosses the meandered line to the center of the lake.

That the defendant Peter Christiansen is the owner
61 of lots four and five of section twenty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly and easterly sides thereof by the same line as above described as forming the westerly and southerly line of that portion of the bed of Mud Lake assigned to the defendant George E. Olson, and bounded on the westerly side thereof by extending a line from that point where the west line of the said lot five crosses the meandered line to the center of the lake.

That the defendant John F. Tapper is the owner of lot one, of section nineteen, and lots one and two of section thirty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Peter Christianson, and bounded on the westerly side thereof by extending a line from the point where the west line of said lot two crosses the meandered line to the center of the lake.

That the defendant Thora Anderson is the owner of lot three, of section thirty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant John F. Tapper, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot three crosses the meandered line to the center of the lake.

That the defendant Christian Buckland is the owner of lots three and four of section twenty-five, in township one

hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, and bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Thora Anderson, and bounded on the westerly side thereof by a line extending from that point where the west line of said lot three crosses the meandered line to the center of the lake.

62 That the defendant Karen Knutson is the owner of lots one and two, of section twenty-five in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Christian Buckland, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot one crosses the meandered line to the center of the lake.

That the defendant Christian Larson Ring, is the owner of lot two of section twenty-six, in township one hundred fifty-six, range forty-two and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Karen Knutson, and bounded on the westerly side thereof by extending a line from that point where the north line of said lot two crosses the meandered line to the center of the lake.

That the defendant Nels A. Fosen is the owner of lot one, of section twenty-six, in township one hundred fifty-six, range forty-two and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as being the westerly line of that portion of the bed of Mud Lake assigned to the defendant Christian Larsen Ring, and bounded on the westerly side thereof by extending a line from that point where the north boundary line of said lot one crosses the meandered line to the center of the lake.

That the defendant Elizabeth Risberg is the owner of lots one, two, three and four of section twenty-three, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly and southerly sides thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Nels A.

Fosen, and bounded on the northerly side thereof by extending a line from that point where the north line of said lot one crosses the meandered line to the center of the lake.

63 That the defendant Axel Nelson is the owner of lots one, two, three and four, of section fourteen, in township one hundred fifty-six range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly side thereof by the same line as above described as forming the northerly line of that portion of the bed of Mud Lake assigned to the defendant Elisabeth Risberg, and bounded on the northerly and easterly sides thereof by extending a line from that point where the east line of said lot one crosses the meandered line to the center of the lake.

That the defendant Joseph Boyesen is the owner of lot one, of section thirteen, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly and westerly sides thereof by the same line as above described as forming the northerly and easterly line of that portion of the bed of Mud Lake assigned to the defendant Axel Nelson, and bounded on the northerly and easterly sides thereof by extending a line from that point where the northerly line of said lot one crosses the meandered line to the center of the lake.

That the defendants, G. Vandertuuk, A. J. Prins and D. B. Bakke are the owners of lots two, three and four, of section twelve, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly and westerly sides thereof by the same line as above described as forming the northerly and easterly line of that portion of Mud Lake assigned to the defendant Joseph Boyeson, and bounded on the easterly side thereof by extending a line from that point where the east line of said lot two crosses the meandered line to the center of the lake.

That the defendant Frank W. Erickson is the owner of lot one, of section twelve, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the westerly side thereof by the same line as above described as forming the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendants, G. Vandertuuk, A. J. Prins and D. B. Bakke, and bounded on the easterly side thereof by extending a line from that point where the east line of said

lot one crosses the meandered line to the center of
64 the lake.

That George W. Walker, Esq., a duly qualified civil engineer and surveyor be, and he is hereby appointed and directed to proceed to the property involved herein, and establish by suitable monuments the boundary lines fixed and determined herein, and that he duly make his report to the Court herein pursuant to law within sixty days from and after the 16th day of February, 1914.

That on the first day of May, 1914, the Court will proceed to tax the costs in said matter and to fix and determine the attorney fees to be allowed in said matter and to confirm the report of the engineer above referred to.

Witness the Hon. Andrew Grindeland, Judge of said Court, at the City of Warren, in Marshall County, Minnesota, this 18th day of February, A. D. 1914.

(SEAL)

A. C. SWANDBY
Clerk of District Court,
Marshall County, Minnesota.

Certificate of Transcript.

State of Minnesota }
County of Marshall } ss.

I, A. C. Swandby, Clerk of the District Court, Marshall County, and State of Minnesota, do hereby certify that I have compared the foregoing paper writing pages 1 to 7 inclusive with the original judgment in the action therein entitled, now remaining of record in my office, and that the same is a true and correct copy and transcript of said original and the whole thereof.

Witness My Hand and the seal of said Court at Warren, Minnesota, this nineteenth day of October, A. D. 1920.

(SEAL)

A. C. SWANDBY,
Clerk of the District Court.

Answer filed in U. S. District Court Oct. 21, 1920.

65 **Separate Answer of Axel Nelson.**

United States District Court District of Minnesota
Sixth Division No....

The United States of America,
Plaintiff,

vs.

Holt State Bank, a corporation, Deposit Bank of Winona, a corporation, Federal Land Bank of St. Paul, a corporation, Advance Rumely Thresher Company, a corporation, Minnesota Masonic Home, Christian Burchland, Christian Larson Ring, Peter A. P. Sandstrom, Frank W. Erickson, Mary A. C. Buessman, Nels A. Fosen, Alva Luella Dale, Ludovic M. Larson, Alvina Silbaugh, Albert C. Jahr, Elisabeth Risberg, Carl Surmo, Engebret S. Moe, John F. Tapper, Annie Rowberg, Reier Reierson, George Olson, Axel Nelson, Bernard Larson, Knud O. Flakne, Margit Vaule, Olga C. Larson, Tine Wold, Joseph Boyeson, Thora Anderson, G. Howard Smith, N. Whitford, L. E. Gossman, D. B. Bakke, A. N. Eckstrom, Joseph Boyeson, Clarence Larson, and Crookston State Bank, a corporation,
Defendants.

In Equity.

To the Honorable, the Judges of the District Court of the United States for the District of Minnesota:

Comes now the defendant Axel Nelson and for his separate answer to the Bill of Complaint filed herein, alleges, as follows:

I.

Defendant denies each and every allegation and matter contained in said Bill of Complaint, except as is hereinafter admitted.

II.

Defendant admits the allegations set forth in paragraphs two, three and five of said Bill of Complaint, except the allegation in paragraph five that said drainage was completed in August, 1910, which is denied. Defendant alleges that

said drainage was not completed until some time during the fall of 1911.

III.

66 Defendant expressly denies that Mud Lake, shown on Exhibits "A" and "B" of said Complaint as a meandered lake was at the time of the said survey made in 1892, a large marsh, swamp, or overflowed land, and denies that said lake was improperly or erroneously meandered. On the other hand, defendant alleges that said Mud Lake at the time of the said survey in 1892 was a large lake of open water of an area of 4929.64 acres, and varying in depth from four to ten feet, and that said lake was navigable and capable of being put to public use such as boating, fishing, hunting and commercial purposes, and that said lake was regularly and properly meandered by Government survey in accordance with the rules and instructions of the Department.

IV.

That on the 16th day of January, 1908, the United States Government duly issued its patent to one Anna Person covering the following described premises in Marshall County, Minnesota, to-wit: Lots One, Two, Three and Four of section Fourteen (14) in Township one hundred fifty-six (156) North of Range forty-two (42) West of the Fifth Principal meridian containing 145.25 acres according to the official plat of survey of said land returned to the General Land Office by the Surveyor General, and that a copy of said patent together with the filing thereof in the office of the Register of Deeds of Marshall County, Minnesota, is hereto attached and marked exhibit "F" and made a part hereof.

That said tract of land borders on said Mud Lake, and that at the time of the issuance of the said patent the said Mud Lake was in fact a navigable lake and continued to be such until drained by the construction of Judicial Ditch No. 11 referred to in paragraph five of the Bill of Complaint.

V.

That on the 14th day of November, 1911, one Albert Johnson, who was then the owner of Lots One, Two and three, and the northeast quarter of the northwest quarter ($NE\frac{1}{4}NW\frac{1}{4}$) and the northwest quarter of the northeast quarter ($NW\frac{1}{4}NE\frac{1}{4}$) of Section seven in Township One Hundred Fifty-six, range forty-one, brought an action in the

district court of Marshall County, Minnesota, against this defendant and all of the remaining riparian owners
67 of said Mud Lake to determine the ownership of the bed of said Mud Lake, and to establish the boundary line between the respective owners thereof, and which action was further brought to determine any and all adverse claims to said Mud Lake bottom. That the United States of America was made a party defendant in this action. That on the 18th day of February, 1914, a judgment was duly made and entered by said court in said action wherein among other things, it was ordered, adjudged and decreed that Axel Nelson was the owner in fee of Lots One, Two, Three and Four of section Fourteen (14) in Township One Hundred fifty-six (156) Range Forty-two (42) in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly side thereof by a line extending from the point where the south line of Lot Four in said section fourteen crosses the meandered line to the center of the lake, as established by George W. Walker, engineer appointed by the court, and bounded on the northerly and easterly side thereof by extending a line from that point where the east line of said lot One crosses the meandered line to the center of the lake, and that a certified copy of said judgment is hereto attached marked exhibit "G", and made a part hereof.

VI.

That George W. Walker, a duly qualified civil engineer, was appointed in and by said judgment to establish said center by a suitable monument; and that thereafter the said George W. Walker established the said center and also the said boundary lines, and duly made a report of said survey to the court, which was duly confirmed by said court on the 1st day of May, 1914.

VII.

That the defendant is now the owner and seized in fee of said Lots One, Two, three and Four of section Fourteen, in township One hundred fifty-six (156) North of Range Forty-two (42), and all that portion of the bed of Mud Lake
68 contiguous thereto as above described having received title thereto through mesne conveyances from the patentee above named and her grantees.

VIII.

Defendant further alleges that following the entry of the above judgment the County Auditor and the County Board

of said Marshall County, Minnesota, had the said lands within said Mud Lake bottom re-surveyed and subdivided, and that on the 10th day of May, 1916, they duly filed a certified plat of said survey in the office of the Register of Deeds of said Marshall County, Minnesota, and that the said plat is known and designated as Auditor Plat and Subdivision of Mud Lake.

That the defendant's land within the said Mud Lake bottom according to said Auditor's plat and subdivision are described as follows, to-wit: Lot E of Lot Three, Lot B of the northeast quarter of the southwest quarter ($NE\frac{1}{4}SW\frac{1}{4}$) of section eighteen, in township one hundred fifty-six, range forty-one; Lot C of Lot Five, Lot C. of the southeast quarter of the northwest quarter ($SE\frac{1}{4}NW\frac{1}{4}$), Lot B of the southwest quarter of the northwest quarter ($SW\frac{1}{4}NW\frac{1}{4}$), Lot C of the northeast quarter of the southeast quarter ($NE\frac{1}{4}SE\frac{1}{4}$), Lot C of the northwest quarter of the southeast quarter ($NW\frac{1}{4}SE\frac{1}{4}$), Lot C of the southeast quarter of the southeast quarter ($SE\frac{1}{4}SE\frac{1}{4}$), the southwest quarter of the southeast quarter ($SW\frac{1}{4}SE\frac{1}{4}$), Lot B of the northeast quarter of the southwest quarter ($NE\frac{1}{4}SW\frac{1}{4}$), the northwest quarter of the southwest quarter ($NW\frac{1}{4}SW\frac{1}{4}$), the southeast quarter of the southwest quarter ($SE\frac{1}{4}SW\frac{1}{4}$), and the southwest quarter of the southwest quarter ($SW\frac{1}{4}SW\frac{1}{4}$) of section thirteen (13) in township one hundred fifty-six range forty-two; Lot A of Lot Five of section twenty-three, in township one hundred fifty-six, range forty-two; lot A of the Northeast quarter of the northeast quarter ($NE\frac{1}{4}NE\frac{1}{4}$), Lot A of the northwest of the northeast quarter ($NW\frac{1}{4}NE\frac{1}{4}$), Lot A of the northeast quarter of the northwest quarter ($NE\frac{1}{4}NW\frac{1}{4}$), Lot A of the northwest quarter of the northwest quarter ($NW\frac{1}{4}NW\frac{1}{4}$) of Section Twenty-four, all in township one hundred fifty-six
69 (156) North of Range forty-two (42).

IX.

That thereafter the said lands were duly placed on the tax books of said Marshall County, Minnesota, for taxation, and that said lands are now assessed in the name of this defendant and subject to general taxation.

X.

Defendant admits that the General Land Office made a survey of Mud Lake bottom during the year 1913 as set forth in paragraph six of the said bill of complaint, and

admits that the General Land Office has attempted to open the same for homestead entries under the homestead laws as alleged in paragraph seven of said Bill of Complaint, but alleges that said survey was made without authority. That there were no public lands within said Mud Lake bottom at that time, and that the United States Government did not then and does not now own or have any interest in any land within said Mud Lake bottom whatsoever, and that the lands described in paragraph seven of the Bill of Complaint are the lands owned by this answering defendant and the remaining defendants who are the riparian owners of the said Mud Lake in accordance with the above judgment exhibit "G". And that the plaintiff has no estate, right, title or lien upon said lands, or any part thereof, whatsoever.

Wherefore, This defendant prays judgment that he be decreed the owner in fee of that part of Mud Lake described as follows: That portion of Mud Lake bottom contiguous to Lots One, two, three and Four of section fourteen, township one hundred fifty-six, range forty-two, in Marshall County, Minnesota, bounded on the south by a line extending from the point where the south line of said section fourteen crosses the meandered line to the center of the lake as established by George W. Walker, Engineer, and bounded on the northerly and easterly side thereof by extending a line from the point where the east line of Lot One crosses the meandered line to the center of the lake, and that it be decreed that the plaintiff has no estate, right, title, or lien, in or upon said land, or any part thereof, whatsoever.

Dated October, 18, 1920.

A. N. ECKSTROM,
Attorney for Defendant, Axel Nelson.
Warren, Minn.

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70 Exhibit "F."

No. 55570.

Homestead Certificate No. 2097.

Chippewa Lands.

Application 3228.

The United States of America, to All to Whom These Presents Shall Come, Greeting:

Whereas, There has been deposited in the General Land office of the United States, a certificate of the Register of

the Land Office at Crookston, Minnesota, whereby it appears that pursuant to the Act of Congress approved 20th May, 1862, "To secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Anna Person has been established and duly [consumated] in conformity to law, for the Lots one, two, three and four of Section Fourteen in Township One hundred fifty six North of Range forty two West of the Fifth Principal Meridian, Minnesota, containing one hundred forty five and twenty five hundredths acres, according to the Official plat of the survey of said land returned to the General Land Office by the Surveyor General.

Now Know Ye, That there is therefore granted by the United States unto the said Anna Person the tract of land above [rescribed:] To Have and to Hold the said tract of land, with the appurtenances thereof, unto the said Anna Person, and to his heirs and assigns, forever.

In Testimony Whereof, I Theodore Roosevelt, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington, the Sixteenth day of January, in the year of our Lord one thousand nine hundred and eight and of the Independence of the United States the one hundred and thirty second.

By the President:

THEODORE ROOSEVELT,
By M. W. YOUNG, Secretary.

H. W. SANFORD,
Recorder of the General Land Office.

(General Land Office Seal)
Recorded Vol 712 Page 477.

Filed for record June 12th, A. D. 1909, at 9:00 M., and duly recorded in Book 37 of Deeds on Page 86.

CARL HANSON,
Register of Deeds.

State of Minnesota, } ss.
County of Marshall. }

I, Chas. E. Grinder, Register of Deeds within and for said County and State, do hereby certify that I have compared the foregoing and attached paper in writing, with the orig-

inal record thereof, as recorded in Book 37 of deeds on page 86 of the public records now remaining in my said office, and that the same is a true and correct transcript of the original instrument and the whole thereof.

In Witness Whereof, I have subscribed my name and affixed my official seal, in said County, this 18th day of October, A. D. 1920.

CHAS. E. GRINDER,
Register of Deeds.

(SEAL)

Exhibit G.

State of Minnesota } ss.
County of Marshall }

District Court
Fourteenth Judicial District.

Albert Johnson
Plaintiff

vs.

Bergit Stenmo, Bernard Larson, Knute O. Flakne, Hervey H. Hulburt, Jacob Anthon Johnson, George E. Olson, Peter Christianson, John F. Tapper, Thora Anderson, Christian Buckland, Karen Knutson, Christian Larsen Ring, Andrew Stenseth, Elizabeth Risberg, Nels A. Fosen, Axel Nelson, United States of America, G. Vandertuuk, A. J. Prins, D. B. Bakke, Frank W. Erickson, Joseph Boyesoh, and L. M. Larson,
Defendants.

This matter came regularly before the court on the 8th day of November, 1913, at his Chambers in the court house in the city of Warren, in said County, and State, on stipulation of W. J. Brown of Thief River Falls, Minnesota, and A. N. Eckstrom of Warren, Minnesota, attorneys for the plaintiff, and Ole J. Vaule and Wm. P. Murphy of Crookston, Minnesota, attorneys for the defendant Bergit Stenmo, the only answering defendant, and on application of the said attorneys for the plaintiff for a judgment as to the remaining defendants, all of whom are in default. It appearing to the court that all of the defendants have been per-

sonally served with the summons in the above entitled matter, and that none of the said defendants have filed an answer or appeared in any manner whatsoever except the defendant Bergit Stenmo, and the court having duly considered the evidence presented and being fully advised, made Findings of Fact, Conclusions of Law and order for Judgment.

Now, Therefore, On motion of Wm. J. Brown and A. N. Eckstrom, attorneys for the plaintiff,

It Is Ordered, Adjudged and Decreed, as Follows:—

That the plaintiff Albert Johnson, is the owner of lots one, two, and three, of section seven, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake Contiguous thereto, bounded on the west by a line extending from
72 the point where the west section line of said section seven crosses the meandered line to the center of the lake, and bounded on the east by extending a line from the point where the east line of said lot three, section seven, crosses the meandered line to the center of the lake.

That the defendant, Bergit Stenmo, is the owner of lot four of section seven, and lots one and two of section eight, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake Contiguous thereto, bounded on the west by the same line which is described above as the east line of that portion of the bed of Mud Lake assigned to the plaintiff Albert Johnson, and bounded on the east by a line extending from the point where the east line of said lot two, section eight, crosses the meandered line to the center of the lake.

That the defendant Bernard Larson is the owner of lot three of section eight, in township one hundred fifty-six, range forty-one in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the westerly side thereof by the same boundary line as above described as being the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendant Bergit Stenma, and bounded on the easterly side thereof by a line extending from that point where the south line of said lot three crosses the meandered line to the center of the lake.

That the defendant Knute O. Flakne, is the owner of lot four of section eight, in township one hundred fifty-six,

range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly and westerly sides thereof by the same line as above described as being the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendant Bernard Larson, and bounded on the southerly side thereof by extending a line from the point where the east line of said lot four crosses the meandered line, to the center of the lake.

That the defendant Hervey H. Hulburt is the owner of lots one and two of section seventeen, in township one hundred fifty-six range forty-one, in Marshall County,
73 Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line described as the southerly boundary line of that portion of the bed of Mud Lake assigned to the defendant Knute O. Flakne, and bounded on the southerly side thereof by extending a line from that point where the east line of said lot two crosses the meandered line to the center of the lake.

That the defendant L. M. Larsen is the owner of lot one, of section sixteen, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line as above described forming the southerly line of that portion of the bed of Mud Lake assigned to the defendant Hervey H. Hulburt, and bounded on the southerly side thereof by extending a line from that point where the south boundary line of said lot one crosses the meandered line to the center of the lake.

That the defendant Jacob Anthon Johnson is the owner of lots two and three, of section sixteen, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake bounded on the northerly side thereof by the same line as above described forming the southerly line of that portion of the bed of Mud Lake assigned to the defendant L. M. Larson, and bounded on the southerly side thereof by extending a line from that point where the south line of said lot three crosses the meandered line to the center of the lake.

That the defendant George E. Olson is the owner of lot one of section twenty-one, and lots one, two and three, of section twenty, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the north-

erly side thereof by the same line as above described as forming the southerly boundary line of that portion of the bed of Mud Lake assigned to the defendant Jacob Anthon Johnson, and bounded on the southerly and westerly sides thereof by extending a line from that point where the west line of said lot three crosses the meandered line to the center of the lake.

That the defendant Peter Christiansen is the owner of lots four and five of section twenty, in township one
74 hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly and easterly sides thereof by the same line as above described as forming the westerly and southerly line of that portion of the bed of Mud Lake assigned to the defendant George E. Olson, and bounded on the westerly side thereof by extending a line from that point where the west line of the said lot five crosses the meandered line to the center of the lake.

That the defendant John F. Tapper is the owner of lot one, of section nineteen, and lots one and two of section thirty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Peter Christianson, and bounded on the westerly side thereof by extending a line from the point where the west line of said lot two crosses the meandered line to the center of the lake.

That the defendant Thora Anderson is the owner of lot three, of section thirty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant John F. Tapper, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot three crosses the meandered line to the center of the lake.

That the defendant Christian Buckland is the owner of lots three and four of section twenty-five, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, and bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Thora Anderson, and bounded

on the westerly side thereof by a line extending from that point where the west line of said lot three crosses the meandered line to the center of the lake.

75 That the defendant Karen Knutson is the owner of lots one and two, of section twenty-five in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Christian Buckland, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot one crosses the meandered line to the center of the lake.

That the defendant Christian Larson Ring, is the owner of lot two of section twenty-six, in township one hundred fifty-six, range forty-two and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Karen Knutson, and bounded on the westerly side thereof by extending a line from that point where the north line of said lot two crosses the meandered line to the center of the lake.

That the defendant Nels A. Fosen is the owner of lot one, of section twenty-six, in township one hundred fifty-six, range forty-two and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as being the westerly line of that portion of the bed of Mud lake assigned to the defendant Christian Larsen Ring, and bounded on the westerly side thereof by extending a line from that point where the north boundary line of said lot one crosses the meandered line to the center of the lake.

That the defendant Elizabeth Risberg is the owner of lots one, two, three and four of section twenty-three, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly and southerly sides thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Nels A. Fosen, and bounded on the northerly side thereof by extending a line from that point where the north line of said lot one crosses the meandered line to the center of the lake.

76 That the defendant Axel Nelson is the owner of lots one, two three and four, of section fourteen, in township one hundred fifty-six range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly side thereof by the same line as above described as forming the northerly line of that portion of the bed of Mud Lake assigned to the defendant Elizabeth Risberg, and bounded on the northerly and easterly sides thereof by extending a line from that point where the east line of said lot one crosses the meandered line to the center of the lake.

That the defendant Joseph Boyeson is the owner of lot one, of section thirteen, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly and westerly sides thereof by the same line as above described as forming the northerly and easterly line of that portion of the bed of Mud Lake assigned to the defendant Axel Nelson, and bounded on the northerly and easterly sides thereof by extending a line from that point where the northerly line of said lot one crosses the meandered line to the center of the lake.

That the defendants, G. Vandertunk, A. J. Prins and D. B. Bakke are the owners of lots two, three and four, of section twelve, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly and westerly sides thereof by the same line as above described as forming the northerly and easterly line of that portion of Mud Lake assigned to the defendant Joseph Boyeson, and bounded on the easterly side thereof by extending a line from that point where the east line of said lot two crosses the meandered line to the center of the lake.

That the defendant Frank W. Erickson is the owner of lot one, of section twelve, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the westerly side thereof by the same line as above described as forming the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendants G. Vandertunk, A. J. Prins and D. B. Bakke, and bounded on the easterly side thereof by extending a line from that point where the east line of said
77 lot one crosses the meandered line to the center of the lake.

That George W. Walker, Esq., a duly qualified civil engineer and surveyor be, and he is hereby appointed by directed to proceed to the property involved herein, and es-

tablish by suitable monuments the boundary lines fixed and determined herein, and that he duly make his report to the court herein pursuant to law within sixty days from and after the 16th day of February, 1914.

That on the first day of May, 1914, the court will proceed to tax the costs in said matter and to fix and determine the attorney fees to be allowed in said matter and to confirm the report of the engineer above referred to.

Witness the Hon. Andrew Grindeland, Judge of said Court, at the City of Warren, in Marshall County, Minnesota, this 18th day of February, A. D. 1914.

A. C. SWANDBY
(SEAL) Clerk of District Court,
Marshall County, Minnesota.

Certificate of Transcript.

State of Minnesota } ss.
County of Marshall }

I, A. C. Swandby, Clerk of the District Court, Marshall County, and State of Minnesota, do hereby certify that I have compared the foregoing paper writing pages 1 to 7 inclusive with the original Judgment in the action therein entitled, now remaining of record in my office, and that the same is a true and correct copy and transcript of said original and whole thereof.

Witness My Hand and the seal of said Court at Warren, Minnesota, this Nineteenth day of October, A. D. 1920.

A. C. SWANDBY,
(SEAL) Clerk of the District Court.

Answer Filed in U. S. District Court Oct. 21, 1920.

78 Separate Answer of Christian Burchland.

United States District Court
District of Minnesota
Sixth Division

No. ———

The United States of America,
Plaintiff,

—vs.—

Holt State Bank, a corporation, Deposit Bank of Winona, a corporation, Federal Land Bank of St. Paul, a corporation, Advance Rumely Thresher Company, a corporation, Minnesota Masonic Home, Christian Burchland, Christian Larson Ring, Peter A. P. Sandstrom, Frank W. Erickson, Mary A. C. Buessman, Nels A. Fosen, Alva Luella Dale, Ludovic M. Larson, Alvina Silbaugh, Albert C. Jahr, Elizabeth Risberg, Carl Surmo, Engebret S. Moe, John F. Tapper, Annie Rowberg, Reier Reierson, George Olson, Axel Nelson, Bernard Larson, Knud O. Flakne, Margit Vaule, Olga C. Larson, Tine Wold, Joseph Boyeson, Thora Anderson, G. Howard Smith, N. Whitford, L. E. Gossman, D. B. Bakke, A. N. Eckstrom, Joseph Boyeson, Clarence Larson and Crookston State Bank, a corporation,
Defendants.

In Equity.

To the Honorable, the Judges of the District Court of the United States for the District of Minnesota:

Comes now the defendant Christian Burchland and for his separate answer to the Bill of Complaint filed herein, alleges, as follows:

I.

Defendant denies each and every allegation and matter contained in said Bill of Complaint, except as is hereinafter admitted.

II.

Defendant admits the allegations set forth in paragraphs two, three and five of said Bill of Complaint, except the allegation in paragraph five that said drainage was completed in August, 1910, which is denied. Defendant alleges that said drainage was not completed until some time during the fall of 1911.

III.

Defendant expressly denies that Mud Lake shown on
79 Exhibits "A" and "B" of said Complaint as a meandered lake was at the time of the said survey made in 1892, a large marsh, swamp, or overflowed land, and denies that said lake was improperly or erroneously meandered. On the other hand, defendant alleges that said Mud Lake at the time of the said survey in 1892 was a large lack of open water of an area of 4929.64 acres, and varying in depth from four to ten feet, and that said lake was navigable and capable of being put to public use such as boating, fishing, hunting and commercial purposes, and that said lake was regularly and properly meandered by Government survey in accordance with the rules and instructions of the Department.

IV.

That prior to the year 1905, the exact date now unknown, this defendant made a homestead entry on Lots Four, Five and Six of Section Thirty, in township one Hundred Fifty-six, north of range forty-one West, and Lots Three and Four of Section Twenty-five in Township One hundred fifty-six, range forty-two, in Marshall County, Minnesota, which tract of land borders on said Mud Lake, and that the said homestead entry was made in accordance with the provisions of the homestead laws of the United States of America, and that on the 23rd day of May, 1910, the United States Government duly issued its patent covering the said premises to this defendant; and that a certified copy of said patent, together with the filing thereof is hereto attached, marked exhibit "F" and made a part hereof. That at the time of the said issuance of said patent the said Mud Lake was in fact a navigable lake, and continued to be so until drained by the construction of Judicial Ditch No. 11.

V.

That on the 14th day of November, 1911, one Albert Johnson, who was then the owner of Lots One, two and three and

the northeast quarter of the northwest quarter and the northwest quarter of the northeast quarter of section seven in township one hundred fifty-six, range forty-one, brought an action in the district court of Marshall County, Minnesota, against this defendant and all the remaining riparian
80 owners of said Mud Lake to determine the ownership of the bed of said Mud Lake, and to establish the boundary line between the respective owners thereof, and which action was further brought to determine any and all adverse claims to said Mud Lake bottom. That the United States of America was made a party defendant in this action. That on the 18th day of February, 1914, a judgment was duly made and entered by said court in said action wherein among other things, it was ordered, adjudged and decreed that Christian Burchland was the owner in fee of said lots Three and Four of Section Twenty-five in Township one hundred fifty-six, range forty-two in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the east by a line extending from the point where the east line of said Lot four crosses the meandered line to the center of the lake, and bounded on the west by extending a line from the point where the west line of said lot three crosses the meandered line to the center of the lake, and that a certified copy of said judgment is hereto attached and marked Exhibit "G" and made a part hereof.

VI.

That George W. Walker a duly qualified civil engineer, was appointed in and by said judgment to establish said center by a suitable monument; and that thereafter the said George W. Walker established the said center and also the said boundary lines, and duly made a report of said survey to the court, which was duly confirmed by said court on the 1st day of May, 1914.

VII.

That this defendant has been during all of the times herein stated and is now the owner in fee of said lots three and four of section twenty-five in township one hundred fifty-six, range forty-two, and all that portion of the bed of Mud Lake contiguous thereto as above described.

VIII.

Defendant further alleges that following the entry of the above judgment the County Auditor and the County
81 Board of said Marshall County, Minnesota, had the

said lands within said Mud Lake bottom re-surveyed and subdivided, and that on the 10th day of May, 1916, they duly filed a certified plat of said survey in the office of the Register of Deeds of said Marshall County, Minnesota, and that the said plat is known and designated as Auditor Plat and Subdivision of Mud Lake.

That the defendant's [land] within the said Mud Lake bottom according to said Auditor's plat and subdivision are described as follows, to-wit: Lot F of Four, Lot L of the northeast quarter of the southwest quarter ($NE^1/_4SW^1/_4$), Lot E of the southeast quarter of the southwest quarter ($SE^1/_4$ $SW^1/_4$), all in section Eighteen (18) in township One Hundred fifty-six (156), Range Forty-one; Lot B of Lot Two, Lot D of Lot Two, Lot A of Lot three, Lot A of Lot Four, Lot A of Lot Five; all in section Nineteen (19), in township one hundred fifty-six, range forty-one; Lot A of Lot Nine of section thirty, in township one hundred fifty-six, range forty-one, Lot D of the northeast quarter of the southeast quarter ($NE^1/_4SE^1/_4$) of section twenty-four (24), in township one hundred fifty-six (156) Range forty-two (42), Lot F of the northeast quarter of the southeast quarter ($NE^1/_4SE^1/_4$), Lot B of the southeast quarter of the southeast quarter, all in section Twenty-four (24); Lots B and C in Lot Seven, Lot B of the northeast quarter of the northeast quarter ($NE^1/_4$ $NE^1/_4$), Lot B of the northwest quarter of the northeast quarter ($NW^1/_4NE^1/_4$), the southeast quarter of the northeast quarter, and Lot B of the southwest quarter of the northeast quarter ($SW^1/_4NE^1/_4$) all in section Twenty-five (25), in township one hundred fifty-six (156), Range forty-two (42).

IX.

That thereafter the said lands were duly placed on the tax books of said Marshall County, Minnesota, for taxation, and that said lands are now assessed in the name of this defendant and subject to general taxation.

82 X.

Defendant admits that the General Land Office made a survey of Mud Lake bottom during the year 1913 as set forth in paragraph six of the said bill of complaint, and admits that the General Land Office has attempted to open the same for homestead entries under the homestead laws as alleged in paragraph seven of said Bill of Complaint, but alleges that said survey was made without authority. That there were no public lands within said Mud Lake bottom at that

time, and that the United States Government did not then and does not now own or have any interest in any land within said Mud lake bottom whatsoever, and that the lands described in paragraph seven of the Bill of Complaint are the lands owned by this answering defendant and the remaining defendants who are the riparian owners of the said Mud Lake in accordance with the above judgment exhibit "G". And that the plaintiff has no estate, right, title or lien upon said lands, or any part thereof, whatsoever.

Wherefore, This defendant prays judgment that he be decreed as owner in fee of that part of Mud Lake described as follows: That portion of the bed of Mud Lake contiguous to Lots Three and Four of Section Twenty-five (25) in Township One hundred fifty-six (156), Range Forty-two (42), in Marshall County, Minnesota, bounded on the east by a line [estending] from the point where the east boundary line of said lot four crosses the meandered line to the center of the [the] lake as established by George W. Walker, Engineer, and bounded on the west by extending a line from the point where the west line of said lot three crosses the meandered line to the center of the lake, and that it be decreed that the plaintiff has no estate, right, title, or lien, in or upon said land, or any part thereof whatsoever.

Dated October 18, 1920.

A. N. ECKSTROM
Attorney for Defendant,
Christian Burchland,
Warren, Minn.

---

83 Exhibit "F"

No. 67291.

Crookston 02478.

The United States of America,

To All to Whom These Presents Shall Come, Greeting:

Whereas, There has been deposited in the General Land office of the United States, a certificate of the Register of the Land Office at Crookston, Minnesota, whereby it appears that pursuant to the Act of Congress approved 20th May, 1862, "To secure Homesteads to Actual Settlers on the Public Domain," and acts supplemental thereto, the claim of Christian Burchland has been established and duly [con-

sumated] in conformity to law, for the Lots four, five, and six of Section thirty in Township One hundred fifty six North of Range Forty one West and the Lots three and four of Section twenty five in Township One hundred fifty six North of Range forty two West of the Fifth Principal Meridian, Minnesota, containing one hundred fifty nine and eight hundredths acres, according to the Official plat of the survey of said land returned to the General Land Office by the Surveyor General.

Now Know Ye, That there is therefore granted by the United States unto the said Christian Burchland the tract of land above described: To Have And To Hold the said tract of land, with the appurtenances thereof, unto the said Christian Burchland and to his heirs and assigns, forever.

In Testimony Whereof, I William H. Taft, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington, the Twenty third day of May, in the year of our Lord one thousand nine hundred and ten and of the Independence of the United States the one hundred and thirty-fourth.

By The President:

WM. H. TAFT,
By M. P. LeROY,
Secretary.
H. W. SANFORD,
Recorder of the General Land Office.

Recorded
Patent Number 131947.
(General Land Office Seal)

Filed for record November 9th 1912, at 1:00 P. M., and duly recorded in Book 37 of Deeds on Page 332.

CARL HANSON,
Register of Deeds.

State of Minnesota. } ss.
County of Marshal. }

I, Chas. E. Grinder, Register of Deeds within and for said County and State, do hereby certify that I have compared the foregoing and attached paper in writing, with the original record thereof, as recorded in Book 37 of deeds on page 332 of the public records now remaining in my said office, and that the same is a true and correct transcript of the original instrument and the whole thereof.

In Witness Whereof, I have subscribed my name and affixed my official seal, in said County, this 18th day of October, A. D. 1920.

CHAS. E. GRINDER,
Register of Deeds.

(SEAL)

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84 Exhibit G.

State of Minnesota } ss.
County of Marshall }

District Court Fourteenth Judicial District.

Albert Johnson,
Plaintiff

vs.

Bergit Stenmo, Bernard Larson, Knute O. Flakne, Hervey H. Hulburt, Jacob Anthon Johnson, George E. Olson, Peter Christianson, John F. Tapper, Thora Anderson, Christian Buckland, Karen Knutson, Christian Larsen Ring, Andrew Stenseth, Elizabeth Risberg, Nels A. Fosen, Axel Nelson, United States of America, G. Vandertuuk, A. J. Prins, D. B. Bakke, Frank W. Erickson, Joseph Boyeson, and L. M. Larson,
Defendants.

This matter came regularly before the court on the 8th day of November, 1913, at his Chambers in the court house in the city of Warren, in said County, and State, on stipulation of W. J. Brown of Thief River Falls, Minnesota, and A. N. Eckstrom of Warren, Minnesota, attorneys for the plaintiff, and Ole J. Vaule and Wm. P. Murphy of Crookston, Minnesota, attorneys for the defendant Bergit Stenmo, the only answering defendant, and on application of the said attorneys for the plaintiff for a judgment as to the remaining defendants, all of whom are in default. It appearing to the court that all of the defendants have been personally served with the summons in the above entitled matter, and that none of the said defendants have filed an answer or appeared in any manner whatsoever except the defendant Bergit Stenmo, and the court having duly considered the evidence presented and being fully advised, made Findings of Fact, Conclusions of Law and order for Judgment.

Now, Therefore, On motion of Wm. J. Brown and A. X. Eckstrom, attorneys for the plaintiff,

It Is Ordered, Adjudged and Decreed, as Follows:

That the plaintiff Albert Johnson, is the owner of lots one, two, and three, of section seven, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake Contiguous
85 thereto, bounded on the west by a line extending from the point where the west section line of said section seven crosses the meandered line to the center of the lake, and bounded on the east by extending a line from the point where the east line of said lot three, section seven, crosses the meandered line to the center of the lake.

That the defendant, Bergit Stenmo, is the owner of lot four of section seven, and lots one and two of section eight, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake Contiguous thereto, bounded on the west by the same line which is described above as the east line of that portion of the bed of Mud Lake assigned to the plaintiff Albert Johnson, and bounded on the east by a line extending from the point where the east line of said lot two, section eight, crosses the meandered line to the center of the lake.

That the defendant Bernard Larson is the owner of lot three of section eight, in township one hundred fifty-six, range forty-one in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the westerly side thereof by the same boundary line as above described as being the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendant Bergit Stenmo, and bounded on the easterly side thereof by a line extending from that point where the south line of said lot three crosses the meandered line to the center of the lake.

That the defendant Knute O. Flakne, is the owner of lot four of section eight, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly and westerly sides thereof by the same line as above described as being the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendant Bernard Larson, and bounded on the southerly side thereof by extending a line from the point where the east line of said lot four crosses the meandered line, to the center of the lake.

That the defendant Hervey H. Hulburt is the owner of lots one and two of section seventeen, in township one hun-
86 dred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line described as the southerly boundary line of that portion of the bed of Mud Lake assigned to the defendant Knute O. Flakne, and bounded on the southerly side thereof by extending a line from that point where the east line of said lot two crosses the meandered line to the center of the lake.

That the defendant L. M. Larsen is the owner of lot one, of section sixteen, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line as above described forming the southerly line of that portion of the bed of Mud Lake assigned to the defendant Hervey H. Hulburt, and bounded on the southerly side thereof by extending a line from that point where the south boundary line of said lot one crosses the meandered line to the center of the lake.

That the defendant Jacob Anthon Johnson is the owner of lots two and three, of section sixteen, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake bounded on the northerly side thereof by the same line as above described forming the southerly line of that portion of the bed of Mud Lake assigned to the defendant L. M. Larson, and bounded on the southerly side thereof by extending a line from that point where the south line of said lot three crosses the meandered line to the center of the lake.

That the defendant George E. Olson is the owner of lot one of section twenty-one, and lots one, two and three, of section twenty, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line as above described as forming the southerly boundary line of that portion of the bed of Mud Lake assigned to the defendant Jacob Anthon Johnson, and bounded on the southerly and westerly sides thereof by extending a line from that point where the west line of said lot three crosses the meandered line to the center of the lake.

That the defendant Peter Christiansen is the owner
87 of lots four and five of section twenty, in township one hundred fifty-six, range forty-one, and that portion of

the bed of Mud Lake contiguous thereto, bounded on the northerly and easterly sides thereof by the same line as above described as forming the westerly and southerly line of that portion of the bed of Mud Lake assigned to the defendant George E. Olson, and bounded on the westerly side thereof by extending a line from that point where the west line of the said lot five crosses the meandered line to the center of the lake.

That the defendant John F. Tapper is the owner of lot one, of section nineteen, and lots one and two of section thirty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Peter Christianson, and bounded on the westerly side thereof by extending a line from the point where the west line of said lot two crosses the meandered line to the center of the lake.

That the defendant Thora Anderson is the owner of lot three, of section thirty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant John F. Tapper, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot three crosses the meandered line to the center of the lake.

That the defendant Christian Buckland is the owner of lots three and four of section twenty-five, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, and bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Thora Anderson, and bounded on the westerly side thereof by a line extending from that point where the west line of said lot three crosses the meandered line to the center of the lake.

88 That the defendant Karen Knutson is the owner of lots one and two, of section twenty-five in township one hundred fifty-six, range forty-two and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Christian Buckland,

and bounded on the westerly side thereof by extending a line from that point where the west line of said lot one crosses the meandered line to the center of the lake.

That the defendant Christian Larson Ring, is the owner of lot two of section twenty-six, in township one hundred fifty-six, range forty-two and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Karen Knutson, and bounded on the westerly side thereof by extending a line from that point where the north line of said lot two crosses the meandered line to the center of the lake.

That the defendant Nels A. Fosen is the owner of lot one, of section twenty-six, in township one hundred fifty-six, range forty-two and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as being the westerly line of that portion of the bed of Mud Lake assigned to the defendant Christian Larsen Ring, and bounded on the westerly side thereof by extending a line from that point where the north boundary line of said lot one crosses the meandered line to the center of the lake.

That the defendant Elizabeth Risberg is the owner of lots one, two, three and four of section twenty-three, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly and southerly sides thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Nels A. Fosen, and bounded on the northerly side thereof by extending a line from that point where the north line of said lot one crosses the meandered line to the center of the lake.

89 That the defendant Axel Nelson is the owner of lots one, two three, and four, of section fourteen, in township one hundred fifty-six range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly side thereof by the same line as above described as forming the northerly line of that portion of the bed of Mud Lake assigned to the defendant Elisabeth Risberg, and bounded on the northerly and easterly sides thereof by extending a line from that point where the east line of said lot one crosses the meandered line to the center of the lake.

That the defendant Joseph Boyeson is the owner of lot

one, of section thirteen, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly and westerly sides thereof by the same line as above described as forming the northerly and easterly line of that portion of the bed of Mud Lake assigned to the defendant Axel Nelson, and bounded on the northerly and easterly sides thereof by extending a line from that point where the northerly line of said lot one crosses the meandered line to the center of the lake.

That the defendants, G. Vandertuuk, A. J. Prins and D. B. Bakke are the owners of lots two, three and four, of section twelve, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly and westerly sides thereof by the same line as above described as forming the northerly and easterly line of that portion of Mud Lake assigned to the defendant Joseph Boyeson, and bounded on the easterly side thereof by extending a line from that point where the east line of said lot two crosses the meandered line to the center of the lake.

That the defendant Frank W. Erickson is the owner of lot one, of section twelve, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the westerly side thereof by the same line as above described as forming the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendants G. Vandertuuk, A. J. Prins and D. B. Bakke, and bounded on the easterly side thereof by extending a line from that point where the east line
90 of said lot one crosses the meandered line to the center of the lake.

That George W. Walker, Esq., a duly qualified civil engineer and surveyor be, and he is hereby appointed and directed to proceed to the property involved herein, and establish by suitable monuments the boundary lines fixed and determined herein, and that he duly make his report to the court herein pursuant to law within sixty days from and after the 16th day of February, 1914.

That on the first day of May, 1914, the court will proceed to tax the costs in said matter and to fix and determine the attorney fees to be allowed in said matter and to confirm the report of the engineer above referred to.

Witness the Hon. Andrew Grindeland, Judge of said

Court, at the City of Warren, in Marshall County, Minnesota, this 18th day of February, A. D. 1914.

A. C. SWANDBY,
(SEAL) Clerk of District Court,
Marshall County, Minnesota.

Certificate of Transcript.

State of Minnesota } ss.
County of Marshall }

I, A. C. Swandby, Clerk of the District Court, Marshall County, and State of Minnesota, do hereby certify that I have compared the foregoing paper writing pages 1 to 7 inclusive with the original Judgment in the action therein entitled, now remaining of record in my office, and that the same is a true and correct copy and transcript of said original and the whole thereof.

Witness My Hand and the seal of said Court at Warren, Minnesota, this Nineteenth day of October, A. D. 1920.

A. C. SWANDBY,
(SEAL) Clerk of the District Court.

Answer filed in U. S. District Court Oct. 21, 1920.

91 Separate Answer of A. N. Eckstrom

United States District Court
District of Minnesota
Sixth Division

No. ———

The United States of America,
Plaintiff,

vs.

Holt State Bank, a corporation, Deposit Bank of Winona, a corporation, Federal Land Bank of St. Paul, a corporation, Advance Rumely Thresher Company, a corporation, Minnesota Masonic Home, Christian Burchland, Christian Larson Ring, Peter A. P. Sandstrom, Frank W. Erickson, Mary A. C. Buessman, Nels A. Fosen, Alva Luella Dale, Ludovic M. Larson, Alvina Silbaugh, Albert C. Jahr, Elisabeth Risberg, Carl Surmo, Engebret S. Moe, John F. Tapper, Annie Rowberg, Reier Reierson, George Olson, Axel Nelson, Bernard Larson, Knud O. Flakne, Margit Vaule, Olga C. Larson, Tine Wold, Joseph Boyeson, Thora Anderson, G. Howard Smith, N. Whitford, L. E. Gossman, D. B. Bakke, A. N. Eckstrom, Joseph Boyesen, Clarence Larson, and Crookston State Bank, a corporation,
Defendants.

} In Equity.

To the Honorable, the Judges of the District Court of the United States for the District of Minnesota:

Comes now the defendant A. N. Eckstrom whose full name is Andrew N. Eckstrom, and for his separate answer to the Bill of Complaint filed herein, alleges as follows:

I.

Defendant denies each and every allegation and matter contained in said Bill of Complaint, except as is hereinafter admitted.

II.

Defendant admits the allegations set forth in paragraphs two, three and five of said Bill of Complaint, except the allegation in paragraph five that said drainage was completed in August, 1910, which is denied. Defendant alleges that said drainage was not completed until some time dur-
92 ing the fall of 1911.

III.

Defendant expressly denies that Mud Lake shown on Exhibits "A" and "B", of said Complaint as a meandered lake was at the time of the said survey made in 1892 a large marsh, swamp or overflowed land, and denies that said lake was improperly or erroneously meandered. On the other hand, defendant alleges that said Mud Lake at the time of the said survey in 1892 was a large lake of open water of an area of 4929.64 acres, and varying in depth from four to ten feet, and that said lake was navigable and capable of being put to public use such as boating, fishing, hunting and commercial purposes, and that said lake was regularly and properly meandered by government survey in accordance with the rules and instructions of the Department.

IV.

That on the 13th day of November, 1903, one Edward Eriksen made homestead entry on Lots numbered one, two and three, and the northeast quarter of the northwest quarter ($NE\frac{1}{4}NW\frac{1}{4}$) and the northwest quarter of the northeast quarter ($NW\frac{1}{4}NE\frac{1}{4}$) of section seven (7), in Township one hundred fifty-six (156), North of Range Forty-one (41) West, in Marshall County, Minnesota, which tract of land borders on said Mud Lake, and that said homestead entry was made in accordance with the provisions of the homestead laws of the United States of America, and that on the 27th day of January, 1909, final proof was made thereon, and a final certificate was issued by the United States Land Office at Crookston, Minnesota, and that on the 22nd day of November, 1909, the United States Government duly issued its patent covering the said premises to the said Edward Eriksen, and that a certified copy of said patent together with the filing thereof is hereto attached marked Exhibit "F" and made a part hereof.

That at the time of the said issuance of said patent the said Mud Lake was in fact a navigable lake, and continued

to be such until drained by the construction of Judicial Ditch No. 11.

93 V.

That on the 14th day of November, 1911, one Albert Johnson, who was then the owner of the above described lands patented to said Edward Eriksen, which said lands having been conveyed by said Edward Eriksen and his grantees to the said Albert Johnson, brought an action in the District Court of Marshall County, Minnesota, against all of the remaining riparian owners of said Mud Lake to determine the ownership of the bed of said Mud Lake, and to establish the boundary line between the respective owners thereof, and which action was further brought to determine any and all adverse claims to said Mud Lake bottom. That the United States of America was made a party defendant in this action. That on the 18th day of February, 1914, a judgment was duly made and entered by the court in said action wherein among other things it was ordered, adjudged and decreed, that said Albert Johnson was the owner in fee of said lots one, two and three of said section seven, in township one hundred fifty-six, range forty-one in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the west by a line extending from the point where the west section line of said section seven crosses the meandered line to the center of the lake, and bounded on the east by extending a line from the point where the east line of said Lot three, section seven, crosses the meandered line to the center of the lake; and that a certified copy of said judgment is hereto attached marked Exhibit "G" and made a part hereof.

VI.

That George W. Walker, a duly qualified civil engineer, was appointed in and by said judgment to establish said center by a suitable monument; and that thereafter the said George W. Walker established the said center and also the said boundary lines and duly made a report of said survey to the court, which was duly confirmed by said court on the 1st day of May, 1914.

94 VII.

That this defendant is now the owner in fee of said lots one, two and three of section seven, township one hundred fifty-six, range forty-one, and all that portion of the bed of Mud Lake contiguous thereto as above described.

VIII.

Defendant further alleges that following the entry of the above judgment the County Auditor and the County Board of said Marshall County, Minnesota, had the said lands within said Mud Lake bottom re-surveyed and subdivided, and that on the 10th day of May, 1916, they duly filed a certified plat of said survey in the office of the Register of Deeds of said Marshall County, Minnesota, and that the said plat is known and designated as Auditor's Plat and Subdivision of Mud Lake.

That the defendant's land within said Mud Lake bottom according to said Auditor's Plat and Subdivision are described as follows: Lot A of Lot Six (6), all of Lot Seven (7), Lot A of Lot Eight (8), Lot A of Lot Nine (9), Lot A of Lot Ten (10), Lot A of the Northwest quarter of the southeast quarter (NW¼SE¼), and Lot A of the Southwest quarter of the Southeast quarter (SW¼SE¼), the Northeast quarter of the southwest quarter (NE¼SW¼) and the southeast quarter of the southwest quarter (SE¼ SW¼) of Section Seven (7) and Lot A of Lot One (1), Lot A of Lot Two (2), Lot A of Lot three (3), Lot A of the Northwest quarter of the Northeast quarter (NW¼ NE¼), Lot A of the northeast quarter of the northwest quarter (NE¼NW¼), Lot A of the southeast quarter of the northwest quarter (SE¼NW¼) and Lot A of the northeast quarter of the southwest quarter (NE¼SW¼) of Section Eighteen (18) all in township One Hundred fifty-six (156), Range forty-one (41).

IX.

That thereafter the said lands were duly placed on the tax books of said Marshall County, Minnesota, for taxation, and that said lands are now assessed in the name of
95 this defendant and subject to general taxation.

X.

Defendant admits that the General Land Office made a survey of Mud Lake bottom during the year 1913 as set forth in paragraph six of the said Bill of Complaint, and admits that the General Land office has attempted to open the same for homestead entries under the homestead laws as alleged in paragraph seven of said Bill of Complaint, but alleges that said survey was made without authority. That there were no public lands within said Mud Lake bottom at that time and that the United States Government did not

then and does not now own or have any interest in any land within said Mud Lake bottom whatsoever, and that the lands described in paragraph seven of the Bill of Complaint are the lands owned by this answering defendant and the remaining defendants, who are the riparian owners of the said Mud Lake in accordance with the above judgment exhibit "G". And that the plaintiff has no estate, right, title or a lien upon said lands, or any part thereof whatsoever.

Wherefore, This defendant prays judgment that he be decreed the owner in fee of that part of Mud Lake described as follows, to-wit: That portion of the bed of Mud Lake contiguous to Lot One, two, and three (1, 2 & 3) of Section Seven (7) in Township One Hundred fifty-six (156), Range Forty-one (41) in Marshall County, Minnesota, bounded on the west by a line extending from the point where the west section line of said section seven crosses the meandered line to the center of the lake as established by George W. Walker, Engineer, and bounded on the east by extending a line from a point where the east line of Lot three, section seven, crosses the meandered line to the center of the lake, and that [the] it be decreed that the plaintiff has no estate, right, title or lien, upon said land, or any part thereof.

A. N. ECKSTROM,
Attorney Pro Se,
Warren, Minn.

Dated October 18, 1920.

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96 Exhibit "F".

No. 60235.

Crookston 01177.

The United States of America.

To All to Whom These Presents Shall Come, Greeting:

Whereas, There has been deposited in the General Land Office of the United States, a Certificate of the Register of the Land Office at Crookston, Minnesota, whereby it appears that pursuant to the Act of Congress approved 20th May, 1862, "To secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Edevard Ericksen has been established and duly consummated in conformity to law, for the Lots one, two and three, the northeast quarter of the Northwest quarter and the northwest quarter of the Northeast quarter of Section seven

in Township One Hundred fifty six North of Range Forty one West of the fifth Principal [Merician], Minnesota, [conta9ning] One Hundred fifty eight and ninety hundredths acres, according to the Official plat of the survey of said land returned to the General Land Office by the Surveyor General.

Now Know Ye, That there is therefore granted by the United States, unto the said Edevard Eriksen the tract of land above described; [oT] Have And To Hold the said tract of land, with the appurtenances thereof, unto the said Edevard Eriksen, and to his heirs and assigns, forever.

In Testimony Whereof, I William H. Taft, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington, the Twenty second day of November in the year of our Lord one thousand nine hundred and nine and of the Independence of the United States the one hundred and thirty fourth.

By the President:

WM. H. TAFT,

By M. W. YOUNG, Secretary.
H. W. SANFORD,
Recorder of the General Land Office.

Patent Number 91158.
(General Land Office Seal)

Filed for record November 14th, 1910, at 1:00 P. M., and duly recorded in Book 37 of Deeds on Page 210.

CARL HANSON,
Register of Deeds.

State of Minnesota, } ss.
County of Marshall. }

I, Chas. E. Grinder, Register of Deeds within and for said County and State, do Hereby Certify that I have compared the foregoing and attached paper in writing, with the original record thereof, as recorded in Book 37 of Deeds on Page 210 of the public records now remaining in my said office, and that the same is true and [corr3ct] transcript of the original record of said instrument and the whole thereof.

In Witness Whereof, I have subscribed my name and

affixed my official seal, in said County, this 18th day of October, A. D. 1920.

CHAS. E. GRINDER,
Register of Deeds.

(SEAL)

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97 Exhibit G.

State of Minnesota } ss.
County of Marshall }

District Court Fourteenth Judicial District.

Albert Johnson
Plaintiff

vs.

Bergit Stenmo, Bernard Larson, Knute O. Flakne, Hervey H. Hulburt, Jacob Anthon Johnson, George B. Olson, Peter Christianson, John F. Tapper, Thora Anderson, Christian Buckland, Karen Knutson, Christian Larsen Ring, Andrew Stenseth, Elizabeth Risberg, Nels A. Fosen, Axel Nelson, United States of America, G. Vandertuuk, A. J. Prins, D. B. Bakke, Frank W. Erickson, Joseph Boyeson, and L. M. Larson,
Defendants.

This matter came regularly before the court on the 8th day of November, 1913, at his Chambers in the court house in the city of Warren, in said County, and State, on stipulation of W. J. Brown of Thief River Falls, Minnesota, and A. N. Eckstrom of Warren, Minnesota, attorneys for the plaintiff, and Ole J. Vaule and Wm. P. Murphy of Crookston, Minnesota, attorneys for the defendant Bergit Stenmo, the only answering defendant, and on application of the said attorneys for the plaintiff for a judgment as to the remaining defendants, all of whom are in default. It appearing to the court that all of the defendants have been personally served with the summons in the above entitled matter, and that none of the said defendants have filed an answer or appeared in any manner whatsoever except the defendant Bergit Stenmo, and the court having duly considered the evidence presented and being fully advised, made Findings of Fact, Conclusions of Law and order for Judgment.

Now, Therefore, On motion of Wm. J. Brown and A. N. Eckstrom, attorneys for the plaintiff,

It Is Ordered, Adjudged and Decreed, as Follows:—

That the plaintiff Albert Johnson, is the owner of lots one, two, and three, of section seven, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake Contiguous thereto, bounded on the west by a line extending from the
98 point where the west section line of said section seven crosses the meandered line to the center of the lake, and bounded on the east by extending a line from the point where the east line of said lot three, section seven, crosses the meandered line to the center of the lake.

That the defendant, Bergit Stenmo, is the owner of lot four of section seven, and lots one and two of section eight, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake Contiguous thereto, bounded on the west by the same line which is described above as the east line of that portion of the bed of Mud Lake assigned to the plaintiff Albert Johnson, and bounded on the east by a line extending from the point where the east line of said lot two, section eight, crosses the meandered line to the center of the lake.

That the defendant Bernard Larson is the owner of lot three of section eight, in township one hundred fifty-six, range forty-one in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the westerly side thereof by the same boundary line as above described as being the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendant Bergit Stenmo, and bounded on the easterly side thereof by a line extending from that point where the south line of said lot three crosses the meandered line to the center of the lake.

That the defendant Knute O. Flakne, is the owner of lot four of section eight, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly and westerly sides thereof by the same line as above described as being the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendant Bernard Larson, and bounded on the southerly side thereof by extending a line from the point where the east line of said lot four crosses the meandered line, to the center of the lake.

That the defendant Hervey H. Hulburt is the owner of lots one and two of section seventeen, in township one hundred fifty-six range forty-one, in Marshall County, Minne-
99 sota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line described as the southerly boundary line of that portion of the bed of Mud Lake assigned to the defendant Knute O. Flakne, and bounded on the southerly side thereof by extending a line from that point where the east line of said lot two crosses the meandered line to the center of the lake.

That the defendant L. M. Larsen is the owner of lot one, of section sixteen, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line as above described forming the southerly line of that portion of the bed of Mud Lake assigned to the defendant Hervey H. Hulburt, and bounded on the southerly side thereof by extending a line from that point where the south boundary line of said lot one crosses the meandered line to the center of the lake.

That the defendant Jacob Anthon Johnson is the owner of lots two and three, of section sixteen, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake bounded on the northerly side thereof by the same line as above described forming the southerly line of that portion of the bed of Mud Lake assigned to the defendant L. M. Larson, and bounded on the southerly side thereof by extending a line from that point where the south line of said lot three crosses the meandered line to the center of the lake.

That the defendant George E. Olson is the owner of lot one of section twenty-one, and lots one, two and three, of section twenty, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line as above described as forming the southerly boundary line of that portion of the bed of Mud Lake assigned to the defendant Jacob Anthon Johnson, and bounded on the southerly and westerly sides thereof by extending a line from that point where the west line of said lot three crosses the meandered line to the center of the lake

That the defendant Peter Christiansen is the owner
100 of lots four and five of section twenty, in township

one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly and easterly sides thereof by the same line as above described as forming the westerly and southerly line of that portion of the bed of Mud Lake assigned to the defendant George E. Olson, and bounded on the westerly side thereof by extending a line from that point where the west line of the said lot five crosses the meandered line to the center of the lake.

That the defendant John F. Tapper is the owner of lot one, of section nineteen, and lots one and two of section thirty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Peter Christianson, and bounded on the westerly side thereof by extending a line from the point where the west line of said lot two crosses the meandered line to the center of the lake.

That the defendant Thora Anderson is the owner of lot three, of section thirty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant John F. Tapper, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot three crosses the meandered line to the center of the lake.

That the defendant Christian Buckland is the owner of lots three and four of section twenty-five, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, and bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Thora Anderson, and bounded on the westerly side thereof by a line extending from that point where the west line of said lot three crosses the meandered line to the center of the lake.

101 That the defendant Karen Knutson is the owner of lots one and two, of section twenty-five in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud

Lake assigned to the defendant Christian Buckland, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot one crosses the meandered line to the center of the lake.

That the defendant Christian Larson Ring, is the owner of lot two of section twenty-six, in township one hundred fifty-six, range forty-two and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Karen Knutson, and bounded on the westerly side thereof by extending a line from that point where the north line of said lot two crosses the meandered line to the center of the lake.

That the defendant Nels A. Fosen is the owner of lot one, of section twenty-six, in township one hundred fifty-six, range forty-two and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as being the westerly line of that portion of the bed of Mud Lake assigned to the defendant Christian Larsen Ring, and bounded on the westerly side thereof by extending a line from that point where the north boundary line of said lot one crosses the meandered line to the center of the lake.

That the defendant Elizabeth Risberg is the owner of lots one, two, three and four of section twenty-three, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly and southerly sides thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Nels A. Fosen, and bounded on the northerly side thereof by extending a line from that point where the north line of said lot one crosses the meandered line to the center of the lake.

102 That the defendant Axel Nelson is the owner of lots one, two three and four, of section fourteen, in township one hundred fifty-six range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly side thereof by the same line as above described as forming the northerly line of that portion of the bed of Mud Lake assigned to the defendant Elisabeth Risberg, and bounded on the northerly and easterly sides thereof by extending a line from that point where the east line of said lot one crosses the meandered line to the center of the lake.

That the defendant Joseph Boyeson is the owner of lot one, of section thirteen, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly and westerly sides thereof by the same line as above described as forming the northerly and easterly line of that portion of the bed of Mud Lake assigned to the defendant Axel Nelson, and bounded on the northerly and easterly sides thereof by extending a line from that point where the northerly line of said lot one crosses the meandered line to the center of the lake.

That the defendants, G. Vandertuuk, A. J. Prins and D. B. Bakke are the owners of lots two, three and four, of section twelve, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly and easterly sides thereof by the same line as above described as forming the northerly and easterly line of that portion of Mud Lake assigned to the defendant Joseph Boyeson, and bounded on the easterly side thereof by extending a line from that point where the east line of said lot two crosses the meandered line to the center of the lake.

That the defendant Frank W. Erickson is the owner of lot one, of section twelve, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the westerly side thereof by the same line as above described as forming the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendants G. Vandertuuk, A. J. Prins and D. B. Bakke, and bounded on the easterly side thereof by extending a line from that point where the east line
103 of said lot one crosses the meandered line to the center of the lake.

That George W. Walker, Esq., a duly qualified civil engineer and surveyor be, and he is hereby appointed and directed to proceed to the property involved herein, and establish by suitable monuments the boundary lines fixed and determined herein, and that he duly make his report to the court herein pursuant to law within sixty days from and after the 16th day of February, 1914.

That on the first day of May, 1914, the court will proceed to tax the costs in said matter and to fix and determine the attorney fees to be allowed in said matter and to confirm the report of the engineer above referred to.

Witness the Hon. Andrew Grindeland, Judge of said Court,

at the City of Warren, in Marshall County, Minnesota, this 18th day of February, A. D. 1914.

A. C. SWANDBY
(SEAL) Clerk of District Court, Marshall County, Minnesota.

Certificate of Transcript.

State of Minnesota } ss.
County of Marshall }

I, A. C. Swandby, Clerk of the District Court, Marshall County, and State of Minnesota, do hereby certify that I have compared the foregoing paper writing pages 1 to 7 inclusive with the original Judgment in the action therein entitled, now remaining of record in my office, and that the same is a true and correct copy and transcript of said original and the whole thereof.

Witness My Hand and the seal of said Court at Warren, Minnesota, this Nineteenth day of October, A. D. 1920.

A. C. SWANDBY,
(SEAL) Clerk of the District Court.

Answer filed in U. S. District Court Oct. 21, 1920.

104 Separate Answer of Elizabeth Risberg and Nels A. Fosen

United States District Court
District of Minnesota
Sixth Division

No. ——

The United States of America,
Plaintiff,

vs.

Holt State Bank, a corporation, Deposit Bank of Winona, a corporation, Federal Land Bank of St. Paul, a corporation, Advance Rumely Thresher Company, a corporation, Minnesota Masonic Home, Christian Burchland, Christian Larson Ring, Peter A. P. Sandstrom, Frank W. Erickson, Mary A. C. Buessman, Nels A. Fosen, Alva Luella Dale, Ludovic M. Larson, Alvina Silbaugh, Albert C. Jahr, Elizabeth Risberg, Carl Surmo, Engebret S. Moe, John F. Tapper, Annie Rowberg, Reier Reierson, George Olson, Axel Nelson, Bernard Larson, Knud O. Flakne, Margit Vaule, Olga C. Larson, Tine Wold, Joseph Boyeson, Thora Anderson, G. Howard Smith, N. Whitford, L. E. Gossman, D. B. Bakke, A. N. Eckstrom, Joseph Boyeson, Charence Larson and Crookston State Bank, a corporation,
Defendants.

} In Equity

To the Honorable, the Judges of the District Court of the United States for the District of Minnesota:

Comes now the defendants Elizabeth Risberg and Nels A. Fosen, and for their joint answer to the Bill of Complaint filed herein, allege as follows:

1

Defendants deny each and every allegation and matter contained in said Bill of Complaint, except as is hereinafter admitted.

II.

Defendants admit the allegations set forth in paragraph two, three and five of said Bill of Complaint, except the allegation in paragraph five that said drainage was completed in August, 1910, which is denied. Defendants allege that said drainage was not completed until some time during the fall of 1911.

105 III.

Defendants expressly deny that Mud Lake shown on Exhibits "A" and "B" of said Complaint as a meandered lake was at the time of said survey made in 1892, a large marsh, swamp, or overflowed land, and deny that said lake was improperly or erroneously meandered. On the other hand, defendants allege that said Mud Lake at the time of the said survey in 1892 was a large lake of open water of an area of 4929.64 acres, and varying in depth from four to ten feet, and that said lake was navigable and capable of being put to public use such as boating, fishing, hunting and commercial purposes, and that said lake was properly and regularly meandered by Government survey in accordance with the rule and instructions of the Department.

IV.

That on the 27th day of September, 1904, the United States Government duly issued its patent to one Emma O. Veelle, formerly Emma O. Regh covering the following described premises in Marshall County, Minnesota, to-wit: Lots Numbered one, two, three and four of section twenty-three and Lot numbered One of section twenty-six in township one hundred fifty-six, range forty-two, west of the fifth principal meridian, containing 161.60 acres according to the official plat of the survey of the said land returned to the General Land Office by the Surveyor General, and that a copy of said patent together with the filing thereof in the office of the Register of Deeds of Marshall County, Minnesota, is hereto attached and marked exhibit "F" and made a part hereof.

That said tract of land borders on said Mud Lake, and that at the time of the issuance of the said patent the said Mud Lake was in fact a navigable lake and continued to be such until drained by the construction of Judicial Ditch No. 11 referred to in paragraph five of the Bill of Complaint.

V.

That the defendant Elizabeth Risberg on the 14th day of November 1911, and ever since has been, and now is
106 the owner in fee of Lots One and Two in section Twenty-three, in township one hundred fifty-six (156), range forty-two, and all that part of the bed of Mud Lake contiguous thereto as hereinafter described, title to the said premises having been obtained through Mesne conveyances from the patentee Emma O. Veelle above named and her grantees.

VI.

That the defendant Nels A. Fosen was on the 14th day of November 1911, ever since has been and now is the owner and seized in fee of said Lot One in section No. twenty-six, in township one hundred fifty-six, range forty-two, and all that portion of the Bed of Mud Lake contiguous thereto as hereinafter described, having received title to the said land through mesne conveyances from Emma O. Veelle, the patentee above named and her grantees.

VII.

That on the 14th day of November, 1911, one Albert Johnson, who was then the owner of Lots, One, Two, and three and the northeast quarter of the northwest quarter and the northwest quarter of the northeast quarter of section seven in township one hundred fifty-six, range forty-one, brought an action in the district court of Marshall County, Minnesota, against these defendants and all of the remaining riparian owners of said Mud Lake to determine the ownership of the bed of Mud Lake, and to establish the boundary lines between the respective owners thereof, and which action was further brought to determine any and all adverse claims to said Mud Lake bottom, That the United States of America was made a party defendant in this action. That on the 18th day of February, 1914, a judgment was duly made and entered by said court in said action wherein among other things, it was ordered, adjudged and decreed that the said defendant Elizabeth Risberg was the owner in fee of Lots one, two, three and four, of section twenty-three, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto,
107 bounded on the southerly side thereof by extending a line from that point where the south boundary line of said lot four crosses the meandered line to the center of the lake, and bounded on the north side thereof by extending

a line from that point where the north line of said Lot one crosses the meandered line to the center of the lake.

Defendant further alleges that thereafter and prior to the commencement of this action that this defendant Elizabeth Risberg transferred to one Carl Surmo, named as defendant herein, all of said lots three and four, together with the portion of Mud Lake contiguous thereto. The said defendant Elizabeth Risberg further alleges that she has contracted to convey to Albert C. Jahr, also named as one of the defendants herein, the said Lots One and Two, but alleges that the said contract for deed does not include any of the lands within the bed of Mud Lake as these have been expressly reserved by the defendant Elizabeth Risberg in said contract.

That in said judgment it was ordered, adjudged and decreed that the defendant Nels A. Fosen was the owner of said Lot One of Section twenty-six in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by extending a line from that point where the south line of said Lot One crosses the meandered line to the center of the lake, and bounded on the westerly side thereof by extending a line from that point where the north boundary line of said lot One crosses the meandered line to the center of the lake, and that a certified copy of said judgment is hereto attached marked exhibit "G", and made a part hereof.

VIII.

That George W. Walker, a duly qualified civil engineer, was appointed in and by said judgment to establish said center by a suitable monument; and that thereafter the said George W. Walker established the said center and also the said boundary lines, and duly made a report of said survey to the court, which was duly confirmed by said
108 court on the 1st day of May, 1914.

IX.

Defendants further allege that following the entry of the above judgment the County Auditor and the County Board of said Marshall County, Minnesota, had the said lands within said Mud Lake bottom re-surveyed and subdivided, and that on the 10th day of May, 1916, they duly filed a certified plat of said survey in the office of the Register of Deeds of said Marshall County, Minnesota, and that the said plat is known and designated as Auditor Plat and Subdivision of Mud Lake.

That the land of the defendant Elizabeth Risberg within said Mud Lake bottom according to the Auditor's plat and subdivision, are described as follows, to-wit: Lot F of Lot Three, Lot A of Lot Four, Lot Q of the northeast quarter of the southwest quarter ($NE\frac{1}{4}SW\frac{1}{4}$), all in section numbered eighteen (18), in township one hundred fifty-six 156) Range Forty-one; Lot B of Lot Five and Lot A of Lot Six of Section Twenty-three (23); Lot B of the northeast quarter of the northeast quarter ($NE\frac{1}{4}NE\frac{1}{4}$), Lot B of the northwest quarter of the northeast quarter ($NW\frac{1}{4}NE\frac{1}{4}$), Lot A of the southwest quarter of the Northeast quarter ($SW\frac{1}{4}NE\frac{1}{4}$), Lot B of the northeast quarter of the northwest quarter ($NE\frac{1}{4}NW\frac{1}{4}$), Lot B of the northwest quarter of the northwest quarter ($NW\frac{1}{4}NW\frac{1}{4}$), Lot A of the southeast quarter of the northwest quarter ($SE\frac{1}{4}NW\frac{1}{4}$), Lot A of the southwest quarter of the northwest quarter ($SW\frac{1}{4}NW\frac{1}{4}$), all in section numbered twenty-four (24) of Township one hundred fifty-six, range forty-two, West.

That the lands of the defendant Nels A. Fosen within the said Mud Lake bottom, according to the Auditor's plat and subdivision, are described, as follows: Lot B of Lot Three, Lot C of Lot Four, Lot O of the northeast quarter of the southwest quarter ($NE\frac{1}{4}SW\frac{1}{4}$), of Section numbered thirteen (13), in township one hundred fifty-six (156) North of Range Forty-one (41); Lots B and C of Lot Eight of
109 Section Twenty-three (23), Lot B of the southeast quarter of the northeast quarter, Lot C of the southwest quarter of the northeast quarter ($SW\frac{1}{4}NE\frac{1}{4}$), Lot A of the northeast quarter of the southeast quarter ($NE\frac{1}{4}SE\frac{1}{4}$), Lot B of the northwest quarter of the southeast quarter ($NW\frac{1}{4}SE\frac{1}{4}$), Lot B of the northeast quarter of the southwest quarter ($NE\frac{1}{4}SW\frac{1}{4}$), Lot B of the northwest quarter of the southwest quarter ($NW\frac{1}{4}SW\frac{1}{4}$), Lots A and B of the Southeast quarter of the southwest quarter ($SE\frac{1}{4}SW\frac{1}{4}$), Lot B and C of the southwest quarter of the southwest quarter ($SW\frac{1}{4}SW\frac{1}{4}$), all in section number twenty-four (24); Lot A of the northwest quarter of the northwest quarter of section twenty-five, and Lot A of Lot Three of section twenty-six, all in township one hundred fifty-six, (156) Range forty-two (42).

[IX.]

That thereafter the said lands were duly placed on the tax books of said Marshall County, Minnesota, for taxation, and that said lands are now assessed in the names of these defendants, and subject to general taxation.

X.

Defendants admit that the General Land Office made a survey of Mud Lake bottom during the year 1913 as set forth in paragraph six of the said bill of complaint, and admit that the General Land Office has attempted to open the same for homestead entries under the homestead laws as alleged in paragraph seven of said Bill of Complaint, but allege that said survey was made without authority. That there were no public lands within said Mud Lake bottom at that time, and that the United States Government did not then and does not now own or have any interest in any land within said Mud Lake bottom whatsoever, and that the lands described in paragraph seven of the Bill of Complaint are the lands owned by these answering defendants and the remaining defendants who are the riparian owners of the Mud Lake bottom in accordance with the above judgment exhibit "G". And that the plaintiff has no estate, right, title, or lien, in or upon said land, or any part thereof, whatsoever.

110 Wherefore, The defendant Elizabeth Risberg prays judgment that she be decreed the owner in fee of that part of Mud Lake described as follows: That portion of Mud Lake Bottom contiguous to Lots One and Two of Section Twenty-three (23), in township One hundred fifty-six (156), Range forty-two, in Marshall County, Minnesota, bounded on the south by a line extending from that point where the south line of said lot two crosses the meandered line to the center of the lake, as established by George W. Walker, Engineer, and bounded on the northerly side thereof by extending a line from that point where the north line of said lot One in Section Twenty-three crosses the meandered line to the center of the lake, and that it be decreed that the plaintiff has no estate, right, title, or lien, in or upon said land, or any part thereof, whatsoever.

The defendant Nels A. Fosen prays judgment that he be decreed the owner in fee of Lot One in Section Twenty-six (26), in township one hundred fifty-six (156), Range forty-two (42), in Marshall County, Minnesota, bounded on the east by a line extending from the point where the south line of said Lot One, Section Twenty-six, crosses the meandered line to the center of the lake as established by George W. Walker, engineer, and bounded on the westerly side thereof by extending a line from that point where the north line of said Lot One crosses the meandered line to the center of the lake, and that it be decreed that the plaintiff has no estate,

right, title, or lien in or upon said land, or any part thereof, whatsoever.

Dated October, 18, 1920.

A. N. ECKSTROM
[Attorneys] for the defendants, Elizabeth Risberg, and Nels A. Fosen,
Warren, Minn.

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111 No. 40401. Exhibit "F"

The United States of America.

Chippewa Lands
Certificate No. 1684.

To All To Whom These Presents Shall Come, Greeting:

Whereas, Emma O. Veelle, formerly Emma O. Rygh has deposited in the General Land Office of the United States a certificate of the Register of the Land Office at Crookston, Minnesota whereby it appears that full payment has been made by the said Emma O. Veelle, according to the provisions of the Act of Congress on the 24th of April, 18.0, entitled "An Act making further provisions for the sale of the public lands"; and the Acts supplemental thereto, for the Lots numbered one, two, three and four of Section twenty three and the lot numbered one of Section numbered twenty six, in Township one hundred and fifty six, North, of Range forty two West, of the fifth Principal Meridian, in Minnesota, containing one hundred and sixty one acres and sixty hundredths of an acre, according to the Official Plat of the survey of the said land returned to the General Land Office in the Surveyor General, which said tract has been purchased by the said Emma O. Veelle,

Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with the several acts of Congress in such case made and provided, have given and granted and by these presents do give and grant unto the said Emma O. Veelle, and to her heirs, the said tract above described: To Have to Hold the same together with all the rights, privileges, immunities and appurtenances of whatsoever nature, thereunto belonging, unto the said Emma O. Veelle, and to her heirs and assigns, Forever.

In Testimony Whereof, I, Theodore Roosevelt, President of the United States of America, have caused these letters

to be made Patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the 27th day of September in the year of our Lord one thousand nine hundred and four and of the Independence of the United States the one hundred and twenty ninth.

By the President:
T. ROOSEVELT,
By F. M. McKEAN, Secretary.
C. H. BRUSH, Recorder of the General Land Office.

Recorded Minnesota, Vol. 311, Page 247.
(United States Land Office Seal.)

Filed for record this 27th day of June A. D. 1905, at 9:00 A. M., and duly recorded in Book 31 of Deeds on Page 2.

JNO. P. MYHRE, Register of Deeds.

State of Minnesota }
County of Marshall } ss.

I, Chas. E. Grinder, Register of Deeds in and for said County, Do Hereby Certify, that I have compared the foregoing and attached paper in writing with the original record thereof as recorded in Book 31 of Deeds on Page 2 of the public records now [remainign] in my office, and that the same is a true and correct transcript of the original record of said instrument and the whole thereof.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal, at Warren, this 19th day of October, A. D. 1920.

CHAS. E. GRINDER, Register of Deeds.
(SEAL) By BERTHA KNUTSON, Deputy.

112

Exhibit G.

State of Minnesota
County of Marshall ss.

District Court

Fourteenth Judicial District.

Albert Johnson

Plaintiff

vs.

Bergit Stenmo, Bernard Larson, Knute O. Flakne, Hervey H. Hulburt, Jacob Anthon Johnson, George E. Olson, Peter Christianson, John F. Tapper, Thora Anderson, Christian Buckland, Karen Knutson, Christian Larsen Ring, Andrew Stenseth, Elizabeth Risberg, Nels A. Fosen, Axel Nelson, United States of America, G. Vandertuuk, A. J. Prins, D. B. Bakke, Frank W. Erickson, Joseph Boyeson, and L. M. Larson,

Defendants.

This matter came regularly before the court on the 8th day of Novemoer, 1915, at his Chambers in the court house in the city of Warren, in said County, and State, on stipulation of W. J. Brown of Thief River Falls, Minnesota, and A. N. Eckstrom of Warren, Minnesota, attorneys for the plaintiff, and Cale J. Vaule and Wm. P. Murphy of Crookston Minnesota, attorneys for the defendant Bergit Stenmo, the only answering defendant, and on application of the said attorneys for the plaintiff for a judgment as to the remaining defendants, all of whom are in default. It appearing to the court that all of the defendants have been personally served with the summons in the above entitled matter, and that none of the said defendants have filed an answer or appeared in any manner whatsoever except the defendant Bergit Stenmo, and the court having duly considered the evidence presented and being fully advised, made Findings of Fact, Conclusions of Law and order for Judgment.

Now, Therefore, On motion of Wm. J. Brown and A. N. Eckstrom, attorneys for the plaintiff,

It Is Ordered, Adjudged and Decreed, as Follows:

That the plaintiff Albert Johnson, is the owner of lots one, two, and three, of section seven, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake Contiguous thereto, bounded on the west by a line extending from the
113 point where the west section line of said section seven crosses the meandered line to the center of the lake, and bounded on the east by extending a line from the point where the east line of said lot three, section seven, crosses the meandered line to the center of the lake.

That the defendant, Bergit Stenmo, is the owner of lot four of section seven, and lots one and two of section eight, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake Contiguous thereto, bounded on the west by the same line which is described above as the east line of that portion of the bed of Mud Lake assigned to the plaintiff Albert Johnson, and bounded on the east by a line extending from the point where the east line of said lot two, section eight, crosses the meandered line to the center of the lake.

That the defendant Bernard Larson is the owner of lot three of section eight, in township one hundred fifty-six, range forty-one in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the westerly side thereof by the same boundary line as above described as being the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendant Bergit Stenmo, and bounded on the easterly side thereof by a line extending from that point where the south line of said lot three crosses the meandered line to the center of the lake.

That the defendant Knute O. Flakne, is the owner of lot four of section eight, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly and westerly sides thereof by the same line as above described as being the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendant Bernard Larson, and bounded on the southerly side thereof by extending a line from the point where the east line of said lot four crosses the meandered line, to the center of the lake.

That the defendant Hervey H. Hulburt is the owner of lots one and two of section seventeen, in township one hundred fifty-six range forty-one, in Marshall County,

114 Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line described as the southerly boundary line of that portion of the bed of Mud Lake assigned to the defendant Knute O. Flakne, and bounded on the southerly side thereof by extending a line from that point where the east line of said lot two crosses the meandered line to the center of the lake.

That the defendant L. M. Larson is the owner of lot one, of section sixteen, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line as above described forming the southerly line of that portion of the bed of Mud Lake assigned to the defendant Hervey H. Hulburt, and bounded on the southerly side thereof by extending a line from that point where the south boundary line of said lot one crosses the meandered line to the center of the lake.

That the defendant Jacob Anthon Johnson is the owner of lots two and three, of section sixteen, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake bounded on the northerly side thereof by the same line as above described forming the southerly line of that portion of the bed of Mud Lake assigned to the defendant L. M. Larson, and bounded on the southerly side thereof by extending a line from that point where the south line of said lot three crosses the meandered line to the center of the lake.

That the defendant George E. Olson is the owner of lot one of section twenty-one, and lots one, two and three, of section twenty, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line as above described as forming the southerly boundary line of that portion of the bed of Mud Lake assigned to the defendant Jacob Anthon Johnson, and bounded on the southerly and westerly sides thereof by extending a line from that point where the west line of said lot three crosses the meandered line to the center of the lake.

115 That the defendant Peter Christiansen is the owner of lots four and five of section twenty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly and easterly sides thereof by the same line as

above described as forming the westerly and southerly line of that portion of the bed of Mud Lake assigned to the defendant George E. Olson, and bounded on the westerly side thereof by extending a line from that point where the west line of the said lot five crosses the meandered line to the center of the lake.

That the defendant John F. Tapper is the owner of lot one, of section nineteen, and lots one and two of section thirty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Peter Christianson, and bounded on the westerly side thereof by extending a line from the point where the west line of said lot two crosses the meandered line to the center of the lake.

That the defendant Thora Anderson is the owner of lot three, of section thirty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant John F. Tapper, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot three crosses the meandered line to the center of the lake.

That the defendant Christian Buckland is the owner of lots three and four of section twenty-five, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, and bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Thora Anderson, and bounded on the westerly side thereof by a line extending from that point where the west line of said lot three crosses the meandered line to the center of the lake.

116 That the defendant Karen Knutson is the owner of lots one and two, of section twenty-five in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Christian Buckland, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot one crosses the meandered line to the center of the lake.

That the defendant Christian Larson Ring, is the owner of lot two of section twenty-six, in township one hundred fifty-six, range forty-two and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Karen Knutson, and bounded on the westerly side thereof by extending a line from that point where the north line of said lot two crosses the meandered line to the center of the lake.

That the defendant Nels A. Fosen is the owner of lot one, of section twenty-six, in township one hundred fifty-six, range forty-two and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as being the westerly line of that portion of the bed of Mud Lake assigned to the defendant Christian Larson Ring, and bounded on the westerly side thereof by extending a line from that point where the north boundary line of said lot one crosses the meandered line to the center of the lake.

That the defendant Elizabeth Risberg is the owner of lots one, two, three and four of section twenty-three, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly and southerly sides thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Nels A. Fosen, and bounded on the northerly side thereof by extending a line from that point where the north line of said lot one crosses the meandered line to the center of the lake.

117 That the defendant Axel Nelson is the owner of lots one, two three and four, of section fourteen, in township one hundred fifty-six range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly side thereof by the same line as above described as forming the northerly line of that portion of the bed of Mud Lake assigned to the defendant Elisabeth Risberg, and bounded on the northerly and easterly sides thereof by extending a line from that point where the east line of said lot one crosses the meandered line to the center of the lake.

That the defendant Joseph Boyeson is the owner of lot one, of section thirteen, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake con-

tiguous thereto, bounded on the southerly and westerly sides thereof by the same line as above described as forming the northerly and easterly line of that portion of the bed of Mud Lake assigned to the defendant Axel Nelson, and bounded on the northerly and easterly sides thereof by extending a line from that point where the northerly line of said lot one crosses the meandered line to the center of the lake.

That the defendants, G. Vandertuuk, A. J. Prins and D. B. Bakke are the owners of lots two, three and four, of section twelve, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly and westerly sides thereof by the same line as above described as forming the northerly and easterly line of that portion of Mud Lake assigned to the defendant Joseph Boyeson, and bounded on the easterly side thereof by extending a line from that point where the east line of said lot two crosses the meandered line to the center of the lake.

That the defendant Frank W. Erickson is the owner of lot one, of section twelve, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the westerly side thereof by the same line as above described as forming the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendants G. Vandertuuk, A. J. Prins and D. B. Bakke, and bounded on the easterly side thereof
118 by extending a line from that point where the east line of said lot one crosses the meandered line to the center of the lake.

That George W. Walker, Esq., a duly qualified civil engineer and surveyor be, and he is hereby appointed and directed to proceed to the property involved herein, and establish by suitable monuments the boundary lines fixed and determined herein, and that he duly make his report to the court herein pursuant to law within sixty days from and after the 16th day of February, 1914.

That on the first day of May, 1914, the court will proceed to tax the costs in said matter and to fix and determine the attorney fees to be allowed in said matter and to confirm the report of the engineer above referred to.

Witness the Hon. Andrew Grindeland, Judge of said Court, at the City of Warren, in Marshall County, Minnesota, this 18th day of February, A. D. 1914.

A. C. SWANDBY
(SEAL) Clerk of District Court, Marshall County Minnesota.

Certificate of Transcript.

State of Minnesota } ss.
County of Marshall }

I, A. C. Swandby, Clerk of the District Court, Marshall County, and State of Minnesota, do hereby certify that I have compared the foregoing paper writing pages 1 to 7 inclusive with the original Judgment in the action therein entitled, now remaining of record in my office, and that the same is a true and correct copy and transcript of said original and the whole thereof.

Witness My Hand and the seal of said Court at Warren, Minnesota, this Nineteenth day of October, A. D. 1922.

A. C. SWANDBY,
(SEAL) Clerk of the District Court.

Answer filed in U. S. District Court Oct. 21, 1920.

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119 (Appearance of Counsel for Defendant, Knud O. Flakne.)

District Court of the United States,
District of Minnesota,
Sixth Division.

The United States of America,
vs.
Holt State Bank, et al.

The Clerk will enter my appearance for the defendant Knud O. Flakne in the above entitled cause.

W. E. ROWE,
Solicitor for Defendant
Knud O. Flakne.

Filed in U. S. District Court Oct. 21, 1920.

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120 Separate Answer of Knud O. Flakne.

To the Honorable, the Judges of the District Court of the United States for the District of Minnesota:

Comes now the defendant, Knud O. Flakne, and for his

separate answer to the bill of complaint filed herein, alleges, as follows:

I.

Defendant denies each and every allegation and matter contained in said bill of complaint, except as hereinafter admitted.

II.

Defendant admits the allegations set forth in paragraphs two and three and all of paragraph five of the said bill of complaint, except insofar as it is alleged in this paragraph that the drainage of Mud Lake was completed in the month of August, 1910, and alleges the facts to be in that behalf that the drainage of said lake was not completed until in the summer of the year 1913.

III.

Defendant expressly denies that Mud Lake, shown on Exhibits "A" and "B" of said complaint as a mean-
121 dered lake was at the time of the said survey made in 1892 a large marsh, swamp or overflowed land, and denies that said lake was improperly or erroneously meandered. On the other hand, defendant alleges that said Mud Lake, at the time of said [surney] in 1892, was a large lake of open water of an area of 4929.64 acres, and varying in depth from four to ten feet, and that said lake was navigable and was being but to public use such as boating, fishing, hunting and commercial purposes, and that said lake was regularly and properly meandered by government survey in accordance with the rules and instructions of the Department. That it remained a navigable lake, as aforesaid, until its drainage was completed, as hereinbefore set forth.

IV.

That on the 19th day of August, 1910, this defendant made homestead entry on lot Four (4) of Section Eight (8), Township One Hundred Fifty-six (156) North, of Range Forty-one (41) West, in Marshall County, Minnesota, which tract of land borders on said Mud Lake and that said homestead entry was made in accordance with the provisions of the homestead laws of the United States of America, and that on the 31st day of December 1912, the United States Government duly issued its patent covering the said premises to this defendant; that a copy of said patent is hereunto attached, marked Exhibit "A", and made a part hereof.

That by the laws of the state of Minnesota it is expressly provided that meandered lakes with a navigable or non-navigable may be drained under the drainage acts of the state of Minnesota and that the beds of such lakes that are to be drained shall be divided by the District Court of the state among the owners of the shore lots contiguous to any such lake in proportion to the shore rights of each owner.

V.

That on the 14th day of November, 1911, one Albert Johnson, who was then the owner of one of the tracts [abuting] on the meander line of said lake and was the owner of a portion of the bed of said lake, brought an action in the District Court of Marshall County, Minnesota, against all of the remaining riparian owners of said Mud Lake to determine the ownership of the bed of said Mud Lake and to establish the boundary line between the respective owners thereof and which action was further Brought to determine [qny]
122 and all adverse claims to said Mud Lake Bottom; that the United States of America was made a party defendant to said action; That on the 18th day of February, 1914, a judgment was duly made and delivered by the court in said action wherein, among other things, it was ordered, adjudged and decreed that this defendant was the owner in fee of said Lot Four (4) of Section Eight (8), in Township One Hundred Fifty-six (156), Range Forty-one (41), in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the north by a line extending from the point where the north boundary line of said section four crosses the meander line to the center of the lake and bounded on the south by extending a line from the point where the east boundary line of said lot four crosses the meander line to the center of the lake.

VI.

That George W. Walker, a duly qualified civil engineer, was appointed in and by said judgment to establish said center by a suitable monument, and that thereafter the said George W. Walker established the said center and also the said boundary lines and duly made a report of said survey to the court and which was duly confirmed by said court on the 1st day of May, 1914.

VII.

That the defendant is now the owner in fee of said Lot Four (4) of Section Eight (8), above described, and all that

portion of the bed of Mud Lake contiguous thereto, as above described.

VIII.

Defendant further alleges that following the entry of the above judgment the County Auditor and the County Board of said Marshall County, Minnesota, had the said land within said Mud Lake bottom re-surveyed and subdivided and that on the 10th day of May, 1916, they duly filed in the office of the Register of Deeds of said Marshall County, Minnesota, and that the said plat is known and designated as Auditor's Plat and Subdivision of Mud Lake.

That thereafter the said lands were duly placed on the tax books said Marshall County, Minnesota, for taxation
123 and the said lands are now assessed in the name of this defendant and subject to general taxation.

IX.

Defendant admits that the General Land Office made a survey of Mud Lake bottom during the year 1913, as set forth in paragraph six of said bill of complaint, and admits that the General Land Office has attempted to open the same for homestead entry under the homestead laws, as alleged in paragraph seven of said bill of complaint, and alleges that said survey was made without authority. That there were no public lands within the said Mud Lake bottom at that time and that the United States Government did not then and does [now] now own or have any interest in said Mud Lake bottom whatsoever. That the lands described in paragraph seven of the bill of complaint are the lands owned by this answering defendant and the remaining defendants who are the riparian owners of the said Mud Lake in accordance with the above judgment.

Wherefore, this defendant prays judgment that he be decreed the owner in fee of that part of Mud Lake described as follows, to-wit:

That portion of the bed of Mud Lake contiguous to Lot Four (4) of Section (8), Township One Hundred Fifty-six (156), of Range Forty-one (41), in Marshall County, Minnesota, bounded on the north by a line extending from the point where the north boundary line of said lot four crosses the meander line to the center of the lake, as established by George W. Walker, engineer, and bounded on the south by extending a line from a point where the east boundary of said lot four crosses the meander line to the center of the

lake, and that it be decreed that the plaintiff has no estate, right, title, or lien upon said land or any part thereof.

W. E. ROWE,
Attorney for Defendant, Knud O. Flakne,
Crookston, Minnesota.

Dated October 20, 1920.

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124 Exhibit "A"

Crookston 05670

The United States of America

To All to Whom These Presents Shall Come, Greeting:

Whereas, a certificate of the Register of the Land Office of Crookston, Minnesota, has been deposited in the General Land Office, whereby it appears that full payment has been made by the claimant, Knud O. Flakne, according to the provisions of the Act of Congress of April 24, 1820, entitled "An Act making further provisions for the sale of the Public Lands," and the acts supplemental thereto, for the Lot Four of Section Eight, in Township One Hundred Fifty-six North, of Range Forty-one West, of the Fifth Principal Meridian, Minnesota, containing fourteen and forty-hundredths acres, according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor-General:

Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, Has Given and Granted, and by these presents Does Give and Grant, unto the said claimant and to the heirs of the said claimant the Tract above described; To Have and To Hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant, forever.

In Testimony Whereof, I, William H. Taft, President of the United States of America, have caused these [letter] to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the Twenty-eighth day of February in the year of our Lord one

thousand nine hundred and Thirteen and of the Independence of the United States the one hundred and [Thirty¾ seventh].

By the President: WM. H. TAFT.
By M. P. LEROY Secretary.
(SEAL) H. W. SANFORD,
Recorder of the General Land Office.

Recorded: Patent Number 317944.

Answer [fuled] in U. S. District Court Oct. 21, 1920.

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125 (Appearance of Counsel for Defendant, Holt State Bank, et al.)

The Clerk will enter my appearance for the defendants Holt State Bank, Clarence Larson, and Engebret S. Moe in the above entitled cause.

A. N. ECKSTROM,
Solicitor for Defendants above named.

Filed in U. S. District Court Oct. 22, 1920.

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126 Separate Answer of Holt State Bank.

To the Honorable, the Judges of the District Court of the United States for the District of Minnesota:

Comes now the defendant Holt State Bank and for its separate answer to the Bill of Complaint filed herein, alleges as follows:

I.

That it is a corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, engaged in the banking business at the Village of Holt, State of Minnesota.

II.

This defendant denies each and every allegation and matter contained in said bill of complaint, except as is hereinafter admitted.

III.

Defendant alleges that it is interested in some of the lands involved in this action as mortgagee.

Defendant alleges that on the 4th day of January, 1917, defendant Axel Nelson made and delivered to this defendant his promissory note of that date, and thereby, for
127 value received, promised to pay to the order of said Holt State Bank the sum of $210.00 payable in five annual instalments; that at the same time and to secure the payment of said note said Axel Nelson made and delivered to said Holt State Bank, payee of said note, his mortgage deed and thereby conveyed to said Holt State Bank, its successors and assigns, all of lots one, two and three and four of section fourteen, in township one hundred fifty-six, range forty-two; that on the 6th day of January, 1917, said mortgage was recorded in the office of the Register of Deeds for said County in Book 82 of mortgages on page 175.

That on the 1st day of March, 1918, defendant Nels A. Fosen made and delivered to this defendant his promissory note of that date, and thereby for value received, promised to pay to the order of said Holt State Bank the sum of $180.00, payable in five annual instalments; that at the same time and to secure the payment of said note said Nels A. Fosen made and delivered to said Holt State Bank, payee of said note, his mortgage deed and thereby conveyed to said Holt State Bank, its successors and assigns, all of the Northwest quarter and lot one of section twenty-six, in township one hundred fifty-six, range forty-two, in Marshall County, Minnesota; that on the 14th day of March, 1918, at eight o'clock A. M. the said mortgage was recorded in the office of the Register of Deeds for said county in Book 90 of Mortgages on page 97.

That on the 11th day of December, 1918, defendant Christian Larson King and Lena King, his wife, made and delivered to this defendant [his] promissory note of that date, and thereby for value received, promised to pay to the order of said Holt State Bank the sum of $100.00, payable in five annual instalments; that at the same time and to secure the payment of said note said Christian Larson King and wife made and delivered to said Holt State Bank, its successors and assigns, a mortgage deed and thereby conveyed to said Holt State Bank, all of lot two and the southwest quarter of the northeast quarter, the north half of the southeast quarter of section twenty-six, in township one hundred
128 fifty-six, range forty-two; that on the 23rd day of December, 1918, at 8:30 o'clock A. M. said mortgage was recorded in the office of the Register of Deeds of said Marshall County in Book 90 of Mortgages on page 169.

That on the 23rd day of April, 1919, the defendant Engebret S. Moe made and delivered to this defendant his promissory note of that date, and thereby for value received, promised to pay the order of said Holt State Bank the sum of $220.00, payable in five annual instalments; that the same time and to secure the payment of said note said Engebret S. Moe made and delivered to said Holt State Bank, payee of said note, his mortgage deed and thereby conveyed to said Holt State Bank, its successors and assigns, Lots one and two and the southeast quarter of the southwest quarter and the southwest quarter of the southeast quarter of section twenty-five, and southeast quarter of the southeast quarter of section thirty-three, in township one hundred fifty-six, range forty-two, and the north half of the northwest quarter and the north half of the northeast quarter of section thirty-one in township one hundred fifty-six, range forty-one in Marshall County, Minnesota; that on the 15th day of May, 1919, at 8:00 A. M. the said mortgage was recorded in the office of of the Register of Deeds for said County in Book 90 of Mortgages on page 243.

That on the 8th day of December, 1915, the defendant Carl Surmo and Alma Surmo, his wife, made and delivered to this defendant their promissory note of that date, and thereby for value received, promised to pay to the order of said Holt State Bank the sum of $200.00, with interest at the rate of ten per cent per annum on the 1st day of December, 1916; that at the same time and to secure the payment of said note said Carl Surmo and wife made and delivered to said Holt State Bank, their mortgage deed and thereby conveyed to said Holt State Bank, its successors and assigns, Lots three and four of section twenty-three in township one hundred fifty-six, range forty-two in Marshall County, Minnesota; that on the 28th day of January, 1916, at 8:30 A. M. the said mortgage was recorded in the
129 office of the Register of Deeds of said County in Book 79 of Mortgages on page 347. That on the 8th day of December, 1915, said defendant Carl Surmo and wife made and delivered to this defendant their promissory note of that date and thereby, for value received, promised to pay to the order of said Holt State Bank the sum of $60.00, in five annual instalments; that at the same time and to secure the payment of said note Carl Surmo and wife made and delivered to said Holt State Bank [his] mortgage deed and thereby conveyed to said Holt State Bank, its successors and assigns, all of lots three and four of section twenty-three, in township one hundred fifty-six, range forty-two in said county; which said mortgage was recorded in the office of the

Register of Deeds on the 28th day of January, 1916 at eight o'clock A. M. in book 76 on page 577.

That on the 16th day of May, 1919, Frank W. Erickson made and delivered to this defendant his promissory note of that date for $1500.00 and thereby for value received, promised to pay to the order of said Holt State Bank the sum of $1500.00 on the 1st day of December, 1919, with interest at the rate of ten per cent per annum; that at the same time and to secure the payment of said note said Frank W. Erickson made and delivered to said Holt State Bank, its successors and assigns, a mortgage deed covering the northwest quarter of the northeast quarter, the south half of the northeast quarter and lot one of section twelve, in township one hundred fifty-six, range forty-two in Marshall County, Minnesota; that on the 23rd day of June, 1919, at 8:00 A. M. the said mortgage was recorded in the office of the Register of Deeds of said County in Book 90 of mortgages on page 298. That on the 5th day of June, 1918, said Frank W. Erickson made and delivered to this defendant his promissory note of that date for $60.00 and thereby for value received promised to pay the same in five yearly instalments; that at the same time and to secure the payment of said note the said Frank W. Erickson made and delivered to said
130 Holt State Bank a mortgage covering the same premises, which mortgage was recorded on the 28th day of June 1918 at 8:00 A. M. in Book 90 of Mortgages on page 122.

That on the 14th day of April, 19_0, the defendant Bernard Larson made and delivered to this defendant his promissory note of that date for $56.00 payable in five annual instalments; that at the same time and to secure the payment of said note said Bernard Larson made and delivered to said Holt State Bank a mortgage deed covering the east half of the southeast quarter and the southeast quarter of the northeast quarter and lot three of section eight in township one hundred fifty-six, range forty-one; in Marshall County, Minnesota; which said mortgage was recorded in the office of the Register of Deeds on the 22nd day of April, 1920 at 8:00 A. M. in book 98 of mortgages on page 88.

That on the 4th day of September, 1920, the defendant Ludovic M. Larson and Gunda Larson, his wife, made and delivered to this defendant their promissory note of that date for $80.00, payable in five annual instalments; that at the same time and to secure the payment of said note said Ludovic M. Larson and wife made and delivered to said Holt State Bank a mortgage deed covering the [the] north half of

the northwest quarter and the southeast quarter of the northwest quarter of lot One, in section sixteen, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, which mortgage was recorded in the office of the Register of Deeds of said County on the 18th of September, 1920 at 9:30 A. M. in book 98 of Mortgages on page 132.

That on the 28th day of October, 1919, the defendant Alva Luella Dale and Casper J. Dale her husband, made and delivered to this defendant their promissory note of that date of $1400.00, payable November 1, 1920, with interest at 10% per annum; that at the same time and to secure payment of said note they made and delivered their mortgage
131 deed to lots two and three and the northeast quarter of the southwest quarter of section sixteen in township one hundred fifty-six, range forty-one in Marshall County, Minnesota, which mortgage was recorded in the office of the Register of Deeds of said County on the 9th day of December, 1919 at 8:30 in book 93 of mortgages on page 479. That on the 21st day of September, 1918, said Alva Luella Dale and Casper J. Dale her husband made and delivered to this defendant their promissory note for $150.00, payable in five annual instalments; that at the same time and to secure payment of said note the said Alva Luella Dale and husband made and delivered their mortgage deed to the above premises, which mortgage was recorded in the office of the Register of Deeds on the 23rd day of September, 1918, at 9:15 A. M. in Book 90 of Mortgages page 140.

That on the [on the] 24th day of May, 1917, the defendant Christian Burchland made and delivered to this defendant his promissory note of that date for $60.00, payable in five annual instalments; that at the same time and to secure the payment of said note said Christian Burchland made and delivered to said Holt State Bank a mortgage deed covering lots four, five and six, in section thirty [thirty], in township one hundred fifty-six, range forty-one, and lots three and four of section twenty-five, in township one hundred fifty-six, range forty-two in Marshall County, Minnesota; that on the 10th day of December, 1917 at eight o'clock A. M. said mortgage was recorded in the office of the Register of Deeds of said County in Book 90 of Mortgages on page 36.

That on the 22nd day of May, 1919, the defendant Knud O. Flakne made and delivered to this defendant his promissory note of that date wherein he promised to pay, for value received the sum of $500.00 on the 1st day of November, 1919, with interest at the rate of ten per cent per annum; that at the same time and to secure the payment of said

note he made and delivered to said Holt State Bank his mortgage deed to lot four of section eight, in township one hundred fifty-six, range forty-one, in Marshall
132 County, Minnesota, which mortgage was recorded in the office of the Register of Deeds of said County on the 7th day of June, 1919, at eight o'clock A. M. in book 93 of mortgages on page 291.

That all of the above described lands covered by said mortgages border on Mud Lake and the said mortgages cover all interests which the said defendants have as riparian owners as herein alleged.

IV.

Defendant admits the allegations set forth in [paragraph] two three and five of said complaint except the allegation in paragraph five that said drainage was completed in 1910, which is denied. Defendant alleges that said drainage was not completed until some time during the fall of 1911.

V.

Defendant expressly denies that Mud Lake shown on Exhibits "A" and "B" of said complaint as a meandered lake was at the time of the said survey made in 1892, a large marsh, swamp, or overflowed land, and denies that said lake was improperly or erroneously meandered. On the other hand, defendant alleges that said Mud Lake at the time of the said survey in 1892 was a large lake of open water of an area of 4929.64 acres, and varying in depth from four to ten feet, and that said lake was navigable and capable of being put to public use such as boating, fishing, hunting and commercial purposes, and that said lake was regularly and properly meandered by government survey in accordance with the rules and instructions of the department.

VI.

That the United States Government has duly issued its patents covering the above described premises to the said mortgagors, or their [predicessors] in interest, and that at the time of the issuance of the said patents the said Mud Lake was in fact a navigable lake and continued to be such until drained by the construction of Judicial Ditch No. 11.

133 VII.

That on the 14th day of November, 1911, one Albert Johnsen, who was then the owner of lots one, two and three

and the northeast quarter of the northwest quarter and the northwest quarter of the northeast quarter of section seven in township one hundred fifty-six range forty-one, brought an action in the district court of Marshall County, Minnesota, against all of the riparian owners of said Mud Lake to determine the ownership of the bed of Mud Lake, and to establish the boundary lines between the respective owners thereof, and which action was further brought to determine any and all adverse claims to said Mud Lake bottom. That the United States of America Was made a party defendant in this action. That on the 18th day of February, 1914, a judgment was duly made and entered by the court in said action wherein among other things it was ordered, adjudged and decreed that the bed of Mud Lake was the property of the riparian owners and that boundary lines between the respective lands including those upon which this defendant holds mortgages as above set forth were duly established, and a certified copy of said judgment is hereto attached and marked Exhibit "G" and made a part hereof.

VIII.

That George W. Walker a duly qualified civil engineer, was appointed in and by said judgment to establish said center by a suitable monument; and that thereafter the said George W. Walker established the said center and also the said boundary lines, and duly made a report of said survey to the court, which was duly confirmed by said court on the 1st day of May, 1914.

IX.

This defendant further alleges that all of the above described mortgagors were the owners in fee of the lands covered by said mortgages at the time of the recording thereof and all that portion of the bed of Mud Lake contiguous thereto as set forth in the judgment above referred to, and none of the said mortgages have been paid or satisfied, but are all valid and existing liens on said premises.

134 X.

Defendant admits that the general Land Office made a survey of the Mud Lake bottom during the year 1913 as set forth in said paragraph six of said Complaint and admits that the General Land Office has attempted to open the same for homestead entries under the homestead laws as alleged in paragraph seven of said Complaint, but alleges

that said survey was made without authority. That there were no public lands within said Mud Lake bottom at that time, and that the United States Government did not then and does not now own or have any interest in any land within said Mud Lake bottom whatsoever, and that the lands described in paragraph seven of the Complaint are the lands owned by the respective owners and mortgagors above named, and the remaining defendants hereto, who are the riparian owners of the said Mud Lake in accordance with the above judgment exhibit "G" and that plaintiff has no estate, right, title, interest in or lien upon said lands, or any part thereof, whatsoever.

Wherefore, This defendant prays judgment that the plaintiff take nothing by this action, and that all of the above described mortgages be decreed valid and existing liens against all of the lands covered by said mortgages.

Dated October 21, 1920.

A. N. ECKSTROM
Attorney for Defendant,
Holt State Bank,
Warren, Minn.

135 Exhibit G.

State of Minnesota
County of Marshall ss.

District Court
Fourteenth Judicial District.

Albert Johnson,
Plaintiff,

vs.

Bergit Senmo, Bernard Larson, Knute O. Flakne, Hervey H. Hulburt, Jacob Anthon Johnson, George E. Olson, Peter Christianson, John F. Tapper, Thora Anderson, Christian Buckland, Karen Knutson, Christian Larsen Ring, Andrew Stenseth, Elizabeth Risberg, Nels A. Fosen, Axel Nelson, United States of America, G. Vandertuuk, A. J. Prins, D. B. Bakke, Frank W. Erickson, Joseph Boyeson, and L. M. Larson,
Defendants.

This matter came regularly before the court on the 8th day of November, 1913, at his Chambers in the court house in the city of Warren, in said County, and State, on stipulation of W. J. Brown of Thief River Falls, Minnesota, and A. N. Eckstrom of Warren, Minnesota, attorneys for the plaintiff, and Ole J. Vaule and Wm. P. Murphy of Crookston, Minnesota, attorneys for the defendant Bergit Stenmo, the only answering defendant, and on application of the said attorneys for the plaintiff for a judgment as to the remaining defendants, all of whom are in default. It appearing to the court that all of the defendants have been personally served with the summons in the above-entitled matter, and that none of the said defendants have filed an answer or appeared in any manner whatsoever except the defendant Bergit Stenmo, and the court having duly considered the evidence presented and being fully advised, made Findings of Fact, Conclusions of Law and order for Judgment.

Now, Therefore, On motion of Wm. J. Brown and A. N. Eckstrom, attorneys for the plaintiff,

It Is Ordered, Adjudged and Decreed, as Follows:—

That the plaintiff Albert Johnson, is the owner of lots one, two, and three, of section seven, in township one hundred

fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake Contiguous thereto, bounded on the west by a line extending from the
136 point where the west section line of said section seven crosses the meandered line to the center of the lake, and bounded on the east by extending a line from the point where the east line of said lot three, section seven, crosses the meandered line to the center of the lake.

That the defendant, Bergit Stenmo, is the owner of lot four of section seven, and lots one and two of section eight, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake Contiguous thereto, bounded on the west by the same line which is described above as the east line of that portion of the bed of Mud Lake assigned to the plaintiff Albert Johnson, and bounded on the east by a line extending from the point where the east line of said lot two, section eight, crosses the meandered line to the center of the lake.

That the defendant Bernard Larson is the owner of lot three of section eight, in township one hundred fifty-six, range forty-one in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the westerly side thereof by the same boundary line as above described as being the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendant Bergit Stenmo, and bounded on the easterly side thereof by a line extending from that point where the south line of said lot three crosses the meandered line to the center of the lake.

That the defendant Knute O. Flakne, is the owner of lot four of section eight, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly and westerly sides thereof by the same line as above described as being the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendant Bernard Larson, and bounded on the southerly side thereof by extending a line from the point where the east line of said lot four crosses the meandered line, to the center of the lake.

That the defendant Hervey H. Hulburt is the owner of lots one and two of section seventeen, in township one
137 hundred fifty-six range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line described as the southerly boundary line of that portion of the bed of Mud Lake assigned to the defend-

ant Knute O. Flakne, and bounded on the southerly side thereof by extending a line from that point where the east line of said lot two crosses the meandered line to the center of the lake.

That the defendant L. M. Larson is the owner of lot one, of section sixteen, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line as above described forming the southerly line of that portion of the bed of Mud Lake assigned to the defendant Hervey H. Hulburt, and bounded on the southerly side thereof by extending a line from that point where the south boundary line of said lot one crosses the meandered line to the center of the lake.

That the defendant Jacob Anthon Johnson is the owner of lots two and three, of section sixteen, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake bounded on the northerly side thereof by the same line as above described forming the southerly line of that portion of the bed of Mud Lake assigned to the defendant L. M. Larson, and bounded on the southerly side thereof by extending a line from that point where the south line of said lot three crosses the meandered line to the center of the lake.

That the defendant George E. Olson is the owner of lot one of section twenty-one, and lots one, two and three, of section twenty, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line as above described as forming the southerly boundary line of that portion of the bed of Mud Lake assigned to the defendant Jacob Anthon Johnson, and bounded on the southerly and westerly sides thereof by extending a line from that point where the west line of said lot three crosses the meandered line to the center of the lake.

That the defendant Peter Christiansen is the owner of
138 lots four and five of section twenty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly and easterly sides thereof by the same line as above described as forming the westerly and southerly line of that portion of the bed of Mud Lake assigned to the defendant George E. Olson, and bounded on the westerly side thereof by extending a line from that point where the west line of the said lot five crosses the meandered line to the center of the lake.

That the defendant John F. Tapper is the owner of lot one, of section nineteen, and lots one and two of section thirty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Peter Christianson, and bounded on the westerly side thereof by extending a line from the point where the west line of said lot two crosses the meandered line to the center of the lake.

That the defendant Thora Anderson is the owner of lot three, of section thirty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant John F. Tapper, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot three crosses the meandered line to the center of the lake.

That the defendant Christian Buckland is the owner of lots three and four of section twenty-five, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, and bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Thora Anderson, and bounded on the westerly side thereof by a line extending from that point where the west line of said lot three crosses the meandered line to the center of the lake.

139 That the defendant Karen Knutson is the owner of lots one and two, of section twenty-five in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Christian Buckland, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot one crosses the meandered line to the center of the lake.

That the defendant Christian Larson Ring, is the owner of lot two of section twenty-six, in township one hundred fifty-six, range forty-two and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the

westerly line of that portion of the bed of Mud Lake assigned to the defendant Karen Knutson, and bounded on the westerly side thereof by extending a line from that point where the north line of said lot two crosses the meandered line to the center of the lake.

That the defendant Nels A. Fosen is the owner of lot one, of section twenty-six, in township one hundred fifty-six, range forty-two and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as being the westerly line of that portion of the bed of Mud lake assigned to the defendant Christian Larsen Ring, and bounded on the westerly side thereof by extending a line from that point where the north boundary line of said lot one crosses the meandered line to the center of the lake.

That the defendant Elizabeth Risberg is the owner of lots one, two, three and four of section twenty-three, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly and southerly sides thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Nels A. Fosen, and bounded on the northerly side thereof by extending a line from that point where the north line of said lot one crosses the meandered line to the center of the lake.

140 That the defendant Axel Nelson is the owner of lots one, two three and four, of section fourteen, in township one hundred fifty-six range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly side thereof by the same line as above described as forming the northerly line of that portion of the bed of Mud Lake assigned to the defendant Elisabeth Risberg, and bounded on the northerly and easterly sides thereof by extending a line from that point where the east line of said lot one crosses the meandered line to the center of the lake.

That the defendant Joseph Boyeson is the owner of lot one, of section thirteen, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly and westerly sides thereof by the same line as above described as forming the northerly and easterly line of that portion of the bed of Mud Lake assigned to the defendant Axel Nelson, and bounded on the northerly and easterly sides thereof by extending a line from that point where the northerly line of

said lot one crosses the meandered line to the center of the lake.

That the defendants, G. Vandertuuk, A. J. Prins and D. B. Bakke are the owners of lots two, three and four, of section twelve, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly and westerly sides thereof by the same line as above described as forming the northerly and easterly line of that portion of Mud Lake assigned to the defendant Joseph Boyeson, and bounded on the easterly side thereof by extending a line from that point where the east line of said lot two crosses the meandered line to the center of the lake.

That the defendant Frank W. Erickson is the owner of lot one, of section twelve, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the westerly side thereof by the same line as above described as forming the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendants G. Vandertuuk, A. J. Prins and D. B. Bakke, and bounded on the easterly side thereof by
141 extending a line from that point where the east line of said lot one crosses the meandered line to the center of the lake.

That George W. Walker, Esq., a duly qualified civil engineer and surveyor be, and he is hereby appointed and directed to proceed to the property involved herein, and establish by suitable monuments the boundary lines fixed and determined herein, and that he duly make his report to the court herein pursuant to law within sixty days from and after the 16th day of February, 1914.

That on the first day of May, 1914, the court will proceed to tax the costs in said matter and to fix and determine the attorney fees to be allowed in said matter and to conform the report of the engineer above referred to.

Witness the Hon. Andrew Grindeland, Judge of said Court, at the City of Warren, in Marshall County, Minnesota, this 18th day of February, A. D. 1914.

A. C. SWANDBY,
(SEAL) Clerk of District Court, Marshall County, Minnesota.

Certificate of Transcript.

State of Minnesota }
County of Marshall } ss.

I, A. C. Swandby, Clerk of the District Court, Marshall County, and State of Minnesota, do hereby certify that I have compared the foregoing paper writing pages 1 to 7 inclusive with the original Judgment in the action therein entitled, now remaining of record in my office, and that the same is a true and correct copy and transcript of said original and the whole thereof.

Witness My Hand and the seal of said Court at Warren, Minnesota, this 21st. day of October, A. D. 1920.

A. C. SWANDBY,
(SEAL) Clerk of the District Court.

Answer filed in U. S. District Court Oct. 22, 1920.

142 Separate Answer of Clarence Larson

United States District Court
District of Minnesota
Sixth Division.

No. .....

The United States of America,
Plaintiff,

vs.

Holt State Bank, a corporation, Deposit Bank of Winona, a corporation, Federal Land Bank of St. Paul, a corporation, Advance Rumely Thresher Company, a corporation, Minnesota Masonic Home, Christian Burchland, Christian Larson Ring, Peter A. P. Sandstrom, Frank W. Erickson, Mary A. C. Buessman, Nels A. Fosen, Alva Luella, Dale, Ludovic M. Larson, Alvina Silbaugh, Albert C. Jahr, Elizabeth Risberg, Carl Surmo, Engebret S. Moe, John F. Tapper, Annie Rowberg, Reier Reierson, George Olson, Axel Nelson, Bernard Larson, Knud O. Flakne, Margit Vaule, Olga C. Larson, Tine Wold, Joseph Boyeson, Thora Anderson, G. Howard Smith, N. Whitford, L. E. Gossman, D. B. Bakke, A. N. Eckstrom, Joseph Bayeson, Clarence Larson, and Crookston State Bank, a corporation,
Defendants.

In Equity.

To the Honorable, the Judges of the District Court of the United States for the District of Minnesota:

Comes now the defendant Clarence Larson and for his separate answer to the Bill of Complaint filed herein, alleges, as follows:

I.

Defendant denies each and every allegation and matter contained in said Bill of Complaint, except as is hereinafter admitted.

II.

Defendant admits the allegations set forth in paragraphs two, three and five of said Bill of Complaint, except the allegation in paragraph five that said drainage was completed in August, 1910, which is denied. Defendant alleges that said drainage was not completed until some time during the fall of 1911.

III.

Defendant expressly denies that Mud Lake shown
143 on Exhibits "A" and "B" of said Complaint as a meandered lake was at the time of the survey made in 1892, a large marsh, swamp, or overflowed land, and denies that said lake was improperely or erroneously meandered. On the other hand, defendant alleges that said Mud Lake at the time of the said survey in 1892 was a large lake of open water of an area of 4929.64 acres, and varying in depth from four to ten feet, and that said Lake was navigable and capable of being put to public use such as boating, fishing, hunting and commercial purposes, and that said lake was regularly and properly meandered by Government survey in accordance with the rules and instructions of the Department.

IV.

That on the 23rd day of June, 1910, one John F. Tapper made homestead entry on Lot numbered One of section Nineteen and lots one and two and the east half of the northeast quarter of section thirty, all in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, which tract of land borders on said Mud Lake, and that said homestead entry was made in accordance with the provisions of the homestead laws of the United States of America, and without any reservations or restrictions whatsoever. That at the time of the making of said homestead entry the said Mud Lake was in fact a navigable lake and continued to be such until drained by the construction of Judicial Ditch No. 11.

That on the 13th day of July, 1916, the United States Government duly issued its patent covering the said premises to the said John F. Tapper, and that a certified copy of the said patent, together with the filing thereof in the office of the Register of Deeds of Marshall County, Minnesota, is hereto attached, marked Exhibit "F" and made a part hereof.

Plaintiff alleges that the limitation made in the said patent limiting the said conveyance to the land lying outside of the established meandered line of Mud Lake was made without authority and contrary to law, and not in accordance with the homestead entry made or in accordance
144 with the representations made by the General Land Office at the time of the filing.

V.

That on the 14th day of November, 1911, one Albert Johnson, who was then the owner of Lots One, two, and three and the northeast quarter of the northwest quarter and the northwest quarter of the northeast quarter of section seven in township one hundred fifty-six, range forty-one, brought an action in the district court of Marshall County, Minnesota, against said John F. Tapper and all of the remaining riparian owners of said Mud Lake to determine the ownership of the bed of said Mud Lake, and to establish the boundary line between the respective owners thereof, and which action was further brought to determine any and all adverse claims to said Mud Lake bottom. That the United States of America was made a party defendant in this action. That on the 18th day of February, 1914, a judgment was duly made and entered by said court in said action wherein among other things, it was ordered, adjudged and decreed that John F. Tapper was the owner in fee of Lot One of Section Nineteen and lots one and two of section thirty in the township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by extending a line from that point where the east boundary line of Lot one, section nineteen, crosses the meandered line to the center of the lake and bounded on the west by extending a line from that point where the west line of said lot two, section thirty, crosses the meandered line to the center of the lake, and that a certified copy of said judgment is hereto attached, marked exhibit "G" and made a part hereof.

VI.

That George W. Walker, a duly qualified civil engineer, was appointed by said judgment to establish said center by a suitable monument; and that thereafter the said George W. Walker established the said center and also the said [coundary] lines, and duly made a report of said sur-

144a vey to the court, which was duly confirmed by said court on the 1st day of May, 1914.

VII.

That this defendant is now the owner in fee of said Lots One of section nineteen and lots one and two of section thirty, township one hundred fifty-six, range forty-one, and all that portion of the bed of Mud Lake Contiguous thereto as above described.

VIII.

Defendant further alleges that following the entry of the above judgment the County Auditor and the County Board of said Marshall county, Minnesota, had the said lands within said Mud Lake bottom re-surveyed and subdivided, and that on the 10th day of May, 1916, they duly filed a certified plat of said survey in the office of the Register of Deeds of said Marshall County, Minnesota, and that the said plat is known and designated as Auditor's Plat and Subdivision of Mud Lake.

That the defendant's land within the said Mud Lake bottom according to said Auditor's Plat and subdivision is described as follows, to-wit: Lot J of the northeast quarter of the southwest quarter ($NE\frac{1}{4}SW\frac{1}{4}$), Lot C of the southeast quarter of the southwest quarter ($SE\frac{1}{4}SW\frac{1}{4}$), of Section eighteen; Lot Six, Lot B of Lot Seven, Lot C and F of the northwest quarter of the northeast quarter ($NW\frac{1}{4}NE\frac{1}{4}$), Lot C of the southeast quarter of the northeast quarter ($SE\frac{1}{4}NE\frac{1}{4}$), Lot B of the southwest quarter of the northeast quarter ($SW\frac{1}{4}NE\frac{1}{4}$), Lots B and D of the northeast quarter of the northwest quarter ($NE\frac{1}{4}NW\frac{1}{4}$), Lot A of the southeast quarter of the northwest quarter ($SE\frac{1}{4}NW\frac{1}{4}$), Lot B of the northeast quarter of the southeast quarter ($NE\frac{1}{4}SE\frac{1}{4}$), the northwest quarter of the southwest quarter ($NW\frac{1}{4}SE\frac{1}{4}$), Lot A of the northeast quarter of the southwest quarter ($NE\frac{1}{4}SW\frac{1}{4}$), Lot A of the southeast quarter of the southwest quarter ($SE\frac{1}{4}SW\frac{1}{4}$), of section Nineteen; Lot seven and Lot A of Lot Eight of section thirty; all in township one hundred fifty-six, range forty-one.

145 IX.

That thereafter the said lands were duly placed on the tax books of said Marshall County, Minnesota, for taxation, and that said lands are now assessed in the name of this defendant and subject to general taxation.

X.

Defendant admits that the General Land Office made a survey of Mud Lake bottom during the year 1913 as set forth in paragraph six of the said bill of complaint, and admits that the General Land Office has attempted to open the same for homestead entries under the homestead laws as alleged in paragraph seven of said Bill of complaint, but alleges that said survey was made without authority. That there were no public lands within said Mud Lake bottom at that time, and that the United States Government did not then and does not now own or have any interest in any land within the said Mud Lake bottom whatsoever, and that the lands described in paragraph seven of the Bill of Complaint are the lands owned by this answering defendant and the remaining defendants who are the riparian owners of the said Mud Lake in accordance with the above judgment exhibit "G". And that the plaintiff has no estate, right, title, or lien upon said lands, or any part thereof, whatsoever.

Wherefore, This Defendant prays judgment that he be decreed the owner in fee of that part of Mud Lake described as follows: That portion of the bed of Mud Lake contiguous to Lot one, section nineteen and lots one and two of section thirty, all in township one hundred fifty-six, range forty-one in Marshall County, Minnesota, bounded on the east by a line extending from the point where the east boundary line of lot One, said section nineteen, crosses the meandered line to the center of the lake as established by George W. Walker, Engineer, and bounded on the west by extending a line from the point where the west line of lot two in section thirty crosses the meandered line to the center of the lake, and that it be decreed that the plaintiff has no right, estate, title, or lien in or upon said land, or any part thereof.

Dated October 21, 1920.

A. N. ECKSTRORM
Attorney for Defendant,
Clarence Larson,
Warren, Minn.

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146 Exhibit "F"

No. 85877.
Crookston 05376.

The United States of America,

To All To Whom These Presents Shall Come, Greeting:

Whereas, a certificate of the Register of the Land Office

at Crookston, Minnesota, has been deposited in the General Land Office whereby it appears that pursuant to the Act of Congress 20th May, 1862, "To secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of John F. Tapper, has been established and duly [consumated] in conformity to law, for the Lot one of Section Nineteen and the Lots one and two and the east half of the Northeast quarter of Section thirty in Township One Hundred fifty six North of Range forty one West of the Fifth Principal Meridian, Minnesota, containing one hundred sixty two and fifty five hundredths acres, according to the Official plat of the survey of said land returned to the General Land Office by the Surveyor General.

Now Know Ye, That there is therefore granted by the United States unto the said claimant the tract of land above described: To Have and to Hold the said tract of land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever. It being expressly understood that the conveyance hereby made is limited to land lying outside of the established meander line of Mud Lake.

In Testimony Whereof, I Woodrow Wilson, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington, the thirteenth day of July, in the year of our Lord one thousand nine hundred and sixteen and of the Independence of the United States the one hundred and forty first.

By the President:
WOODROW WILSON,
By M. P. LEROY, Secretary.
L. Q. R. LAMAR, Recorder of the General Land Office.

Recorded
Patent Number 537938.
(General Land Office Seal)

Filed for record August 21st A. D. 1916. at 8:00 A. M., and duly recorded in Book 49 of Deeds on Page 164.

CHAS. E. GRINDER,
Register of Deeds.

State of Minnesota, } ss.
County of Marshall. }

I. Chas. E. Grinder, Register of Deeds within and for said County and State, do hereby certify that I have com-

pared the foregoing and attached paper in writing, with the original record thereof, as recorded in Book 49 of deeds on page 164 of the public records now remaining in my said office, and that the same is a true and correct transcript of the original instrument and the whole thereof.

In Witness Whereof, I have subscribed my name and affixed my official seal, in said County, this 20th day of October, A. D. 1920.

CHAS. E. GRINDER,
(SEAL) Register of Deeds.

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147 Exhibit G.

State of Minnesota } ss.
County of Marshall }

District Court
Fourteenth Judicial District.

Albert Johnson
Plaintiff

vs.

Bergit Senmo, Bernard Larsen, Knute O. Flakne, Hervey H. Hulburt, Jacob Anthon Johnson, George E. Olson, Peter Christianson, John F. Tapper, Thora Anderson, Christian Buckland, Karen Knutson, Christian Larsen Ring, Andrew Stenseth, Elizabeth Risberg, Nels A. Fosen, Axel Nelson, United States of America, G. Vandertuuk, A. J. Prins, D. B. Bakke, Frank W. Erickson, Joseph Boyeson, and L. M. Larson,
Defendants.

This matter came regularly before the court on the 8th day of November, 1913, at his Chambers in the court house in the city of Warren, in said County, and State, on stipulation of W. J. Brown of Thief River Falls, Minnesota, and A. N. Eckstrom of Warren, Minnesota, attorneys for the plaintiff, and Ole J. Vaule and Wm. P. Murphy of Crookston, Minnesota, attorneys for the defendant Bergit Stenmo, the only answering defendant, and on application of the said attorneys for the plaintiff for a judgment as to the remain-

ing defendants, all of whom are in default. It appearing to the court that all of the defendants have been personally served with the summons in the above entitled matter, and that none of the said defendants have filed an answer or appeared in any manner whatsoever except the defendant Bergit Stenmo, and the court having duly considered the evidence presented and being fully advised, made Finding of Fact, Conclusions of Law and order for Judgment.

Now, Therefore, On motion of Wm. J. Brown and A. N. Eckstrom, attorneys for the plaintiff,

It Is Ordered, Adjudged and Decreed, as Follows:—

That the plaintiff Albert Johnson, is the owner of lots one, two, and three, of section seven, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake Contiguous thereto, bounded on the west by a line extending from
148 the point where the west section line of said section seven crosses the meandered line to the center of the lake, and bounded on the east by extending a line from the point where the east line of said lot three, section seven, crosses the meandered line to the center of the lake.

That the defendant, Bergit Stenmo, is the owner of lot four of section seven, and lots one and two of section eight, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake Contiguous thereto, bounded on the west by the same line which is described above as the east line of that portion of the bed of Mud Lake assigned to the plaintiff Albert Johnson, and bounded on the east by a line extending from the point where the east line of said lot two, section eight, crosses the meandered line to the center of the lake.

That the defendant Bernard Larson is the owner of lot three of section eight, in township one hundred fifty-six, range forty-one in Marshall County, Minnesota, and that portion thereof of the bed of Mud Lake contiguous thereto, bounded on the westerly side thereof by the same boundary line as above described as being the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendant Bergit Stenmo, and bounded on the easterly side thereof by a line extending from that point where the south line of said lot three crosses the meandered line to the center of the lake.

That the defendant Knute O. Flakne, is the owner of lot four of section eight, in township one hundred fifty-six, range

forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly and westerly sides thereof by the same line as above described as being the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendant Bernard Larson, and bounded on the southerly side thereof by extending a line from the point where the east line of said lot four crosses the meandered line, to the center of the lake.

That the defendant Hervey H. Hulburt is the owner of lots one and two of section seventeen, in township one hundred fifty-six range forty-one, in Marshall County, Minne-
149 sota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line described as the southerly boundary line of that portion of the bed of Mud Lake assigned to the defendant Knute O. Flakne, and bounded on the southerly side thereof by extending a line from that point where the east line of said lot two crosses the meandered line to the center of the lake.

That the defendant L. M. Larson is the owner of lot one, of section sixteen, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line as above described forming the southerly line of that portion of the bed of Mud Lake assigned to the defendant Hervey H. Hulburt, and bounded on the southerly side thereof by extending a line from that point where the south boundary line of said lot one crosses the meandered line to the center of the lake.

That the defendant Jacob Anthon Johnson is the owner of lots two and three, of section sixteen, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake bounded on the northerly side thereof by the same line as above described forming the southerly line of that portion of the bed of Mud Lake assigned to the defendant L. M. Larson, and bounded on the southerly side thereof by extending a line from that point where the souh line of said lot three crosses the meandered line to the center of the lake.

That the defendant George E. Olson is the owner of lot one of section twenty-one, and lots one, two and three, of section twenty, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the

northerly side thereof by the same line as above described as forming the southerly boundary line of that portion of the bed of Mud Lake assigned to the defendant Jacob Anthon Johnson, and bounded on the southerly and westerly sides thereof by extending a line from that point where the west line of said lot three crosses the meandered line to the center of the lake.

That the defendant Peter Christiansen is the owner of
150 lots four and five of section twenty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly and easterly sides thereof by the same line as above described as forming the westerly and southerly line of that portion of the bed of Mud Lake assigned to the defendant George E. Olson, and bounded on the westerly side thereof by extending a line from that point where the west line of the said lot five crosses the meandered line to the center of the lake.

That the defendant John F. Tapper is the owner of lot one, of section nineteen, and lots one and two of section thirty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Peter Christianson, and bounded on the westerly side thereof by extending a line from the point where the west line of said lot two crosses the meandered line to the center of the lake.

That the defendant Thora Anderson is the owner of lot three, of section thirty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant John F. Tapper, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot three crosses the meandered line to the center of the lake.

That the defendant Christian Buckland is the owner of lots three and four of section twenty-five, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, and bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Thora Anderson, and

bounded on the westerly side thereof by a line extending from that point where the west line of said lot three crosses the meandered line to the center of the lake.

151 That the defendant Karen Knutson is the owner of lots one and two, of section twenty-five in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Christian Buckland, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot one crosses the meandered line to the center of the lake.

That the defendant Christian Larson Ring, is the owner of lot two of section twenty-six, in township one hundred fifty-six, range forty-two and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Karen Knutson, and bounded on the westerly side thereof by extending a line from that point where the north line of said lot two crosses the meandered line to the center of the lake.

That the defendant Nels A. Fosen is the owner of lot one, of section twenty-six, in township one hundred fifty-six, range forty-two and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as being the westerly line of that portion of the bed of Mud Lake assigned to the defendant Christian Larsen Ring, and bounded on the westerly side thereof by extending a line from that point where the north boundary line of said lot one crosses the meandered line to the center of the lake.

That the defendant Elizabeth Risberg is the owner of lots one, two, three and four of section twenty-three, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly and southerly sides thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Nels A. Fosen, and bounded on the northerly side thereof by extending a line from that point where the north line of said lot one crosses the meandered line to the center of the lake.

152 That the defendant Axel Nelson is the owner of lots one, two three and four, of section fourteen, in town-

ship one hundred fifty-six range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly side thereof by the same line as above described as forming the northerly line of that portion of the bed of Mud Lake assigned to the defendant Elisabeth Risberg, and bounded on the northerly and easterly sides thereof by extending a line from that point where the east line of said lot one crosses the meandered line to the center of the lake.

That the defendant Joseph Boyeson is the owner of lot one, of section thirteen, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly and westerly sides thereof by the same line as above described as forming the northerly and easterly line of that portion of the bed of Mud Lake assigned to the defendant Axel Nelson, and bounded on the northerly and easterly sides thereof by extending a line from that point where the northerly line of said lot one crosses the meandered line to the center of the lake.

That the defendants, G. Vandertuuk, A. J. Prins and D. B. Bakke are the owners of lots two, three and four, of section twelve, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly and westerly sides thereof by the same line as above described as forming the northerly and easterly line of that portion of Mud Lake assigned to the defendant Joseph Boyeson, and bounded on the easterly side thereof by extending a line from that point where the east line of said lot two crosses the meandered line to the center of the lake.

That the defendant Frank W. Erickson is the owner of lot one, of section twelve, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the westerly side thereof by the same line as above described as forming the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendants G. Vandertuuk, A. J. Prins and D. B. Bakke, and bounded on the easterly side thereof
153 by extending a line from that point where the east line of said lot one crosses the meandered line to the center of the lake.

That George W. Walker, Esq., a duly qualified civil engineer and surveyor be, and he is hereby appointed and directed to proceed to the property involved herein, and establish by suitable monuments the boundary lines fixed and

determined herein, and that he duly make his report to the court herein pursuant to law within sixty days from and after the 16th day of February, 1914.

That on the first day of May, 1914, the Court will proceed to tax the costs in said matter and to fix and determine the attorney fees to be allowed in said matter and to confirm the report of the engineer above referred to.

Witness the Hon. Andrew Grindeland, Judge of said Court, at the City of Warren, in Marshall County, Minnesota, this 18th day of February, A. D. 1914.

A. C. SWANDBY
(SEAL) Clerk of District Court, Marshall County, Minnesota.

Certificate of Transcript.

State of Minnesota } ss.
County of Marshall }

I, A. C. Swandby, Clerk of the District Court, Marshall County, and State of Minnesota, do hereby certify that I have compared the foregoing paper writing pages 1 to 7 inclusive with the original Judgment in the action therein entitled, now remaining of record in my office, and that the same is a true and correct copy and transcript of said original and the whole thereof.

Witness My Hand and the seal of said Court at Warren, Minnesota, this 21st day of October, A. D. 1920.

A. C. SWANDBY,
(SEAL) Clerk of the District Court.

Answer filed in U. S. District Court Oct. 22, 1920.

154 Separate Answer of Engebret S. Moe

United States District Court
District of Minnesota
Sixth Division

No.....

The United States of America,
Plaintiff,

vs.

Holt State Bank, a corporation, Deposit Bank of Winona, a corporation, Federal Land Bank of St. Paul, a corporation, Advance Rumely Thresher Company, a corporation, Minnesota Masonic Home, Christian Burchland, Christian Larson Ring, Peter A. P. Sandstrom, Frank W. Erickson, Mary A. C. Buessman, Nels A. Fosen, Alva Luella Dale, Ludovic M. Larson, Alvina Silbaugh, Albert C. Jahr, Elizabeth Risberg, Carl Surmo, Engebret S. Moe, John F. Tapper, Annie Rowberg, Reier Reierson, George E. Olson, Axel Nelson, Bernard Larson, Knud O. Flakne, Margit Vaule, Olga C. Larson, Tine Wold, Joseph Boyeson, Thora Anderson, G. Howard Smith, N. Whitford, L. E. Gossman, D. B. Bakke, A. N. Eckstrom, Joseph Boyeson, Clarence Larson and Crookston State Bank, a corporation,
Defendants.

In Equity

To the Honorable, the Judges of the District Court of the United States for the District of Minnesota:

Comes now the defendant Engebret S. Moe, and for his separate answer to the Bill of Complaint, filed herein, alleges as follows:

I.

Defendant denies each and every allegation and matter contained in said bill of Complaint, except as is hereinafter admitted.

II.

Defendant admits the allegations set forth in paragraphs two, three and five of said Bill of Complaint, except the

allegation in paragraph five that said drainage was completed in August, 1910, which is denied. Defendant alleges that said drainage was not completed until some time during the fall of 1911.

III.

155 Defendant expressly denies that Mud Lake shown on Exhibits "A" and "B" of said Complaint as a meandered lake was at the time of the said survey made in 1892, a large marsh, swamp, or overflowed land, and denies that said lake was improperly or erroneously meandered. On the other hand, defendant alleges that said Mud Lake at the time of the said survey in 1892 was a large lake of open water of an area of 4929.64 acres, and varying in depth from four to ten feet, and that said lake was navigable and capable of being put to public use such as boating, fishing, hunting and commercial purposes, and that said lake was regularly and properly meandered by Government survey in accordance with the rules and instructions of the Department.

IV.

That on the 1st day of April, 1905, one Karen Knutsen, made homestead entry on Lots numbered one and two, the southeast quarter of the southwest quarter and the southwest quarter of the southeast quarter of section twenty-five, in township one hundred fifty-six, range forty-two, which tract of land borders on said Mud Lake, and that said homestead entry was made in accordance with the provisions of the homestead laws of the United States of America, and that on the 10th day of July, 1911, final proof was made thereon and a final certificate was issued by the United States Land Office at Crookston Minnesota, and that on the 1st day of February, 1912, the United States Government duly issued its patent covering the said premises to the said Karen Knutson; that a certified copy of said patent together with the filing thereof is hereto attached, marked Exhibit "F" and made a part hereof.

That at the time of the making of said homestead entry and at the time of final proof made by said Karen Knutson, the said Mud Lake was in fact a navigable lake and continued to be such until drained by the construction of Judicial Ditch No. 11.

V.

That on the 14th day of November, 1911, one Albert Johnson, who was then the owner of Lots One, Two, three,

156 and the northeast quarter of the northwest quarter and the northwest quarter of the northeast quarter of section seven in township one hundred fifty-six, range forty-one, brought an action in the district court of Marshall County, Minesota, against this defendant and all of the remaining owners of said Mud Lake, to establish the boundary lines between the respective owners thereof, and which action was further brought to determine any and all adverse claims to said Mud Lake bottom. That the United States of America was made a party defendant in this action. That on the 18th day of February, 1914, a judgment was made and entered by said court in said action wherein among many other things, it was ordered, adjudged and decreed that said Karen Knutson was the owner in fee of Lots One and Two of section Twenty-five in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by extending a line from that point where the east boundary line of said lot two crosses the meandered line to the center of the lake as established by George W. Walker, Engineer, appointed by the court, and bounded on the westerly side thereof by extending a line from that point where the west line of said Lot One crosses the meandered line to the center of the lake, and that a certified copy of said judgment is hereto attached, marked exhibit "G", and made a part hereof.

VI.

That George W. Walker, a duly qualified civil engineer, was appointed in and by said judgment to establish said center by a suitable monument; and that thereafter the said George W. Walker established the said center and also the said boundary lines, and duly made a report of said survey to the court, which was duly confirmed by said court on the 1st day of May, 1914.

VII.

That this defendant is now the owner and seized in fee of said lots One and Two of section twenty-five, in township one hundred fifty-six, range forty-two, and all that portion of the bed of Mud Lake contiguous thereto as above described.

157 VIII.

Defendant further alleges that following the entry of the above judgment the County Auditor and the County

Board of said Marshall County, Minnesota, had the said lands within said Mud Lake bottom re-surveyed and subdivided, and that on the 10th day of May, 1916, they duly filed a certified plat of said survey in the office of the Register of Deeds of said Marshall County, Minn., and that the said plat is known and designated as Auditor's Plat and Subdivision of Mud Lake.

That the defendant's [land] within the said Mud Lake bottom according to said Auditor's plat and subdivision are described as follows: Lot J of Lot Three, Lot E of Lot Four, Lot M of the northeast quarter of the southwest quarter ($NE^1/_4SW^1/_4$) of section Eighteen (18); Lot A of Lot Two, of Section Nineteen; Lot F of the southeast quarter of the southwest quarter ($SE^1/_4SW^1/_4$) of section thirteen (13); all in township one hundred fifty-six, range forty-one; Lot D of the southeast quarter of the northeast quarter ($SE^1/_4$ $NE^1/_4$), Lots C and E of the Northeast quarter of the southeast quarter ($NE^1/_4SE^1/_4$), Lots D and E of the northwest quarter of the southeast quarter ($NW^1/_4SE^1/_4$), Lot A of the southeast quarter of the southeast quarter, Lot C of the south west quarter of the southeast quarter ($SW^1/_4SE^1/_4$), Lot D of the southeast quarter of the southwest quarter ($SE^1/_4SW^1/_4$) of section Twenty-four in township one nundred fifty-six, range forty-two; Lot B of Lot Five, Lot Six, Lot A of Lot Seven, Lot A of the northeast quarter of the northeast quarter ($NE^1/_4NE^1/_4$), Lot A of the northwest quarter of the northeast quarter ($NW^1/_4NE^1/_4$), Lot A of the southwest quarter of the northeast quarter ($SW^1/_4NE^1/_4$), Lot B of the northeast quarter of the northwest quarter ($NE^1/_4NW^1/_4$), Lot C of the northwest quarter of the northwest quarter ($NW^1/_4NW^1/_4$), all in section twenty-five, in township one hundred fifty-six, range forty-two, west.

IX.

That thereafter the said lands were duly placed on the tax books of said Marshall County, Minnesota, for
158 taxation, and that said lands are now assessed in the name of this defendant and subject to general taxation.

X.

Defendant admits that the General Land Office made a survey of Mud Lake bottom during the year 1913 as set forth in paragraph six of the said Bill of Complaint, and admits that the General Land Office has attempted to open the same for homestead entries under the homestead laws as

alleged in paragraph seven of said Bill of Complaint, but alleges that said survey was made without authority. That there were no public lands within said Mud Lake bottom at that time, and that the United States Government did not then and does not now own or have any interest in any land within said Mud Lake bottom whatsoever, and that the lands described in paragraph seven of the Bill of Complaint are the lands owned by this answering defendant and the remaining defendants who are the riparian owners of the said Mud Lake in accordance with the above judgment exhibit "G". And that the plaintiff has no estate, right, title in, or lien upon said lands, or any part thereof, whatsoever.

Wherefore, This defendant prays judgment that he be decreed the owner in fee of that part of Mud Lake described as follows: That portion of Mud Lake bottom contiguous to Lots One and Two of section twenty-five in township one hundred fifty-six, range forty-two, in Marshall County, Minnesota, bounded on the easterly side thereof by extending a line from that point where the east boundary line of said Lot two crosses the meandered line to the center of the lake, as established by George W. Walker, Engineer, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot one crosses the meandered line to the center of the lake, and that it be decreed that the plaintiff has no estate, right, title, or lien in or upon said land, or any part thereof, whatsoever.

A. N. ECKSTROM,
Attorney for Defendant, Engebret S. Moe,
Warren, Minn.

Dated October 19, 1920.

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159 Exhibit "F"

No. 73396.

Crookston 03095.

The United States of America,

To All to Whom These Presents Shall Come, Greeting:

Whereas, a certificate of the Register of the Land Office at Crookston, Minnesota, has been deposited in the general Land Office whereby it appears that pursuant to the Act of Congress 20th May, 1862, "To secure Homesteads to Actual

Settlers on the Public Domain," and the acts supplemental thereto, the claim of Karen Knutsen has been established and duly [consumated] in conformity to law, for the Lots one and two, the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section Twenty five in Township One Hundred Fifty six North of Range Forty two West of the Fifth Principal Meridian, Minnesota, containing One Hundred Thirty six and Fifty five hundredths acres, according to to the Official plat of the survey of the said land returned to the General Land Office by the Surveyor General.

Now Know Ye, That there is therefore granted by the United States unto the said claimant the tract of land above [rescribed]: To Have And To Hold the said tract of land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns, of the said complainant, forever.

In Testimony Whereof, I William H. Taft, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington, the First day of February in the year of our Lord one thousand nine hundred and twelve and of the Independence of the United States the one hundred and thirty sixth.

By the President:

WM. H. TAFT,
By M. P. LE ROY, Secretary.
H. W. SANFORD,
Recorder of the General Land Office.

Recorded Patent Number 245634.
(General Land Office Seal)

Filed for record February 9th. 1914, at 1:00 P. M., and duly recorded in Book 45 of Deeds on Page 549.

CARL HANSON,
Register of Deeds.

State of Minnesota, } ss.
County of Marshall. }

I, Chas. E. Grinder, Register of Deeds within and for said County and State, do hereby certify that I have compared the foregoing and attached paper in writing, with the original record thereof, as recorded in Book 45 of deeds on page 549 of the public records now remaining in my said office,

and that the same is a true and correct transcript of the original instrument and the whole thereof.

In Witness Whereof, I have subscribed my name and affixed my official seal, in said County, this 19th day of October, A. D. 1920.

CHAS. E. GRINDER,
Register of Deeds.

(SEAL)

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160 Exhibit G.

State of Minnesota } ss.
County of Marshall }

District Court
Fourteenth Judicial District.

Albert Johnson,
Plaintiff,

vs.

Bergit Stenmo, Bernard Larson, Knute O. Flakne, Hervey H. Hulburt, Jacob Anthon Johnson, George E. Olson, Peter Christianson, John F. Tapper, Thora Anderson, Christian Buckland, Karen Knutson, Christian Larsen Ring, Andrew Stenseth, Elizabeth Risberg, Nels A. Fosen, Axel Nelson, United States of America, G. Vandertuuk, A. J. Prins, D. B. Bakke, Frank W. Erickson, Joseph Boyeson, and L. M. Larson,
Defendants.

This matter came regularly before the court on the 8th day of November, 1913, at his Chambers in the court house in the city of Warren, in said County, and State, on stipulation of W. J. Brown of Thief River Falls, Minnesota, and A. N. Eckstrom of Warren, Minnesota, attorneys for the plaintiff, and Ole J. Vaule and Wm. P. Murphy of Crookston, Minnesota, attorneys for the defendant Bergit Stenmo, the only answering defendant, and on application of the said attorneys for the plaintiff for a judgment as to the remaining defendants, all of whom are in default. It appearing to the court that all of the defendants have been personally

served with the summons in the above entitled matter, and that none of the said defendants have filed an answer or appeared in any manner whatsoever except the defendant Bergit Stenmo, and the court having duly considered the evidence presented and being fully advised, made Findings of Fact, Conclusions of Law and order for Judgment.

Now, Therefore, On motion of Wm. J. Brown and A. N. Eckstrom, attorneys for the plaintiff,

It Is Ordered, Adjudged and Decreed, as Follows:—

That the plaintiff Albert Johnson, is the owner of lots one, two, and three, of section seven, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake Contiguous thereto, bounded on the west by a line extending from the
161 point where the west section line of said section seven crosses the meandered line to the center of the lake, and bounded on the east by extending a line from the point where the east line of said lot three, section seven, crosses the meandered line to the center of the lake.

That the defendant, Bergit Stenmo, is the owner of lot four of section seven, and lots one and two of section eight, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake Contiguous thereto, bounded on the west by the same line which is described above as the east line of that portion of the bed of Mud Lake assigned to the plaintiff Albert Johnson, and bounded on the east by a line extending from the point where the east line of said lot two, section eight, crosses the meandered line to the center of the lake.

That the defendant Bernard Larson is the owner of lot three of section eight, in township one hundred fifty-six, range forty-one in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the westerly side thereof by the same boundary line as above described as being the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendant Bergit Stenmo, and bounded on the easterly side thereof by a line extending from that point where the south line of said lot three crosses the meandered line to the center of the lake.

That the defendant Knute O. Flakne, is the owner of lot four of section eight, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly and westerly sides thereof by the same line as

above described as being the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendant Bernard Larson, and bounded on the southerly side thereof by extending a line from the point where the east line of said lot four crosses the meandered line, to the center the lake.

That the defendant Hervey H. Hulburt is the owner of lots one and two of section seventeen, in township one hun-
162 dred fifty-six range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line described as the southerly boundary line of that portion of the bed of Mud Lake assigned to the defendant Knute O. Flakne, and bounded on the southerly side thereof by extending a line from that point where the east line of said lot two crosses the meandered line to the center of the lake.

That the defendant L. M. Larson is the owner of lot one, of section sixteen, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line as above described forming the southerly line of that portion of the bed of Mud Lake assigned to the defendant Hervey H. Hulburt, and bounded on the southerly side thereof by extending a line from that point where the south boundary line of said lot one crosses the meandered line to the center of the lake.

That the defendant Jacob Anthon Johnson is the owner of lots two and three, of section sixteen, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake bounded on the northerly side thereof by the same line as above described forming the southerly line of that portion of the bed of Mud Lake assigned to the defendant L. M. Larson, and bounded on the southerly side thereof by extending a line from that point where the south line of said lot three crosses the meandered line to the center of the lake.

That the defendant George E. Olson is the owner of lot one of section twenty-one, and lots one, two and three, of section twenty, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line as above described as forming the southerly boundary line of that portion of the bed of Mud Lake assigned to the defendant Jacob Anthon Johnson, and bounded on the southerly and westerly sides thereof by ex-

tending a line from that point where the west line of said lot three crosses the meandered line to the center of the lake.

That the defendant Peter Christiansen is the owner of
163 lots four and five of section twenty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly and easterly sides thereof by the same line as above described as forming the westerly and southerly line of that portion of the bed of Mud Lake assigned to the defendant George E. Olson, and bounded on the westerly side thereof by extending a line from that point where the west line of the said lot five crosses the meandered line to the center of the lake.

That the defendant John F. Tapper is the owner of lot one, of section nineteen, and lots one and two of section thirty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Peter Christianson, and bounded on the westerly side thereof by extending a line from the point where the west line of said lot two crosses the meandered line to the center of the lake.

That the defendant Thora Anderson is the owner of lot three, of section thirty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant John F. Tapper, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot three crosses the meandered line to the center of the lake.

That the defendant Christian Buckland is the owner of lots three and four of section twenty-five, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, and bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Thora Anderson, and bounded on the westerly side thereof by a line extending from that point where the west line of said lot three crosses the meandered line to the center of the lake.

164 That the defendant Karen Knutson is the owner of lots one and two, of section twenty five in township

one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Christian Buckland, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot one crosses the meandered line to the center of the lake.

That the defendant Christian Larson Ring, is the owner of lot two of section twenty-six, in township one hundred fifty-six, range forty-two and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Karen Knutson, and bounded on the westerly side thereof by extending a line from that point where the north line of said lot two crosses the meandered line to the center of the lake.

That the defendant Nels A. Fosen is the owner of lot one, of section twenty-six, in township one hundred fifty-six, range forty-two and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as being the westerly line of that portion of the bed of Mud lake assigned to the defendant Christian Larsen Ring, and bounded on the westerly side thereof by extending a line from that point where the north boundary line of said lot one crosses the meandered line to the center of the lake.

That the defendant Elizabeth Risberg is the owner of lots one, two, three and four of section twenty-three, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly and southerly sides thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Nels A. Fosen, and bounded on the northerly side thereof by extending a line from that point where the north line of said lot one crosses the meandered line to the center of the lake.

165 That the defendant Axel Nelson is the owner of lots one, two three and four, of section fourteen, in township one hundred fifty-six range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly side thereof by the same line as above described as forming the northerly line of that portion of the bed of

Mud Lake assigned to the defendant Elisabeth Risberg, and bounded on the northerly and easterly sides thereof by extending a line from that point where the east line of said lot one crosses the meandered line to the center of the lake.

That the defendant Joseph Boyeson is the owner of lot one, of section thirteen, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly and westerly sides thereof by the same line as above described as forming the northerly and easterly line of that portion of the bed of Mud Lake assigned to the defendant Axel Nelson, and bounded on the northerly and easterly sides thereof by extending a line from that point where the northerly line of said lot one crosses the meandered line to the center of the lake.

That the defendants, G. Vandertuuk, A. J. Prins and D. B. Bakke are the owners of lots two, three and four, of section twelve, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly and westerly sides thereof by the same line as above described as forming the northerly and easterly line of that portion of Mud Lake assigned to the defendant Joseph Boyeson, and bounded on the easterly side thereof by extending a line from that point where the east line of said lot two crosses the meandered line to the center of the lake.

That the defendant Frank W. Erickson is the owner of lot one, of section twelve, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the westerly side thereof by the same line as above described as forming the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendants G. Vandertuuk, A. J. Prins and D. B. Bakke, and bounded on the easterly side thereof by
166 extending a line from that point where the east line of said lot one crosses the meandered line to the center of the lake.

That George W. Walker, Esq., a duly qualified civil engineer and surveyor be, and he is hereby appointed and directed to proceed to the property involved herein, and establish by suitable monuments the boundary lines fixed and determined herein, and that he duly make his report to the court herein pursuant to law within sixty days from and after the 16th day of February, 1914.

That on the first day of May, 1914, the court will proceed to tax the costs in said matter and to fix and determine the attorney fees to be allowed in said matter and to confirm the report of the engineer above referred to.

Witness the Hon. Andrew Grindeland, Judge of said Court, at the City of Warren, in Marshall County, Minnesota, this 18th day of February, A. D. 1914.

A. C. SWANDBY
(SEAL) Clerk of District Court, Marshall County, Minnesota.

Certificate of Transcript.

State of Minnesota } ss.
County of Marshall }

I, A. C. Swandby, Clerk of the District Court, Marshall County, and State of Minnesota, do hereby certify that I have compared the foregoing paper writing pages 1 to 7 inclusive with the original Judgment in the action therein entitled, now remaining of record in my office, and that the same is a true and correct copy and transcript of said original and the whole thereof.

Witness My Hand and the seal of said Court at Warren, Minnesota, this 21st day of October, A. D. 1920.

A. C. SWANDBY,
(SEAL) Clerk of the District Court.

Answer filed in U. S. District Court Oct. 22, 1920.

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167 (Appearance of counsel for Defendants, Deposit Bank of Winona, et al.)

District Court of the United States,
District of Minnesota,
Sixth Division.

The United States of America, }
vs.
Holt State Bank, et al. }

The Clerk will enter my appearance for the defendants Deposit Bank of Winona, Alva Luella Dale, and Elmer Odie

as Administrator of the Estate of Olga C. Odie, formerly Olga C. Larson, in the above entitled cause.

A. N. ECKSTROM,
Solicitor for the above named Defendants.

Filed in U. S. District Court Oct. 23, 1920.

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168 (Answer of Deposit Bank of Winona.)

To the Honorable, the Judges of the District Court of the United States for the District of Minnesota:

Comes now the defendant Deposit Bank of Winona and for its separate answer to the Bill of Complaint filed herein, alleges as follows:

I.

That it is a corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, engaged in the banking business at the City of Winona, State of Minnesota.

II.

This defendant denies each and every allegation and matter contained in said Bill of Complaint, except as is hereinafter admitted.

III.

Defendant alleges that it is interested in some of the lands involved in this action as mortgagee.

Defendant alleges that on the 4th day of January, 1917, the defendant Axel Nelson made, executed and delivered to this defendant his promissory note in the sum of $2000.00 wherein and whereby he agreed to pay the same five years from date, together with interest thereon at the rate
169 of six per cent per annum, payable annually. That at the same time and to secure the payment of said note the said Axel Nelson made to this defendant a mortgage covering all of Lots one, two, three and four of section fourteen, in township one hundred fifty-six, range forty-two; that said mortgage was acknowledged and recorded in the office of the Register of Deeds in and for the County of Marshall, State of Minnesota, on the 6th day of January, 1917, at 8:45 o'clock A. M. in Book 80 of Mortgages on page 385.

That on the 1st day of March, 1918, the defendant Nels A. Fosen made to one D. B. Bakke his promissory note wherein and whereby he agreed to pay to the order of the said D. B. Bakke on the 1st day of March, 1923, the sum of $1800.00, together with interest at the rate of six per cent per annum, payable annually. That at the same time and to secure the payment of said note the said Nels A. Fosen made to D. B. Bakke a mortgage covering the northwest quarter and lot one of [of] section twenty-six, in township one hundred fifty-six, range forty-two. That said mortgage was acknowledged and recorded in the office of the Register of Deeds of Marshall County, Minnesota, on the 6th day of March, 1918, in book 80 of Mortgages on page 623. That said note and mortgage were subsequently sold and assigned to this defendant, and that it is now the owner and holder thereof.

That on the 11th day of December, 1918, the defendant Christian Larson Ring, and Lena, his wife, made to one D. B. Bakke his promissory note wherein and whereby he promised and agreed to pay to the order of said D. B. Bakke the sum of One Thousand ($1,000.00) Dollars on the 11th day of December, 1923, together with interest thereon at the rate of six per cent per annum, payable annually; that at the same time and to secure the payment of said note the said defendant Ring and his wife made to said D. B. Bakke, a mortgage covering Lot two and the southwest quarter of the northeast quarter and the north half of the southeast quarter of section twenty-six, township one
170 hundred fifty-six, range forty-two, which said mortgage was acknowledged and recorded in the office of the Register of Deeds in and for the county of Marhsall, State of Minnesota, on the 23rd day of December, 1918, at eight o'clock A. M. in book 93 of mortgages on page 128. That said mortgage and note were thereafter and for a valuable consideration sold and assigned to this defendant, and that it is now the owner and the holder thereof.

That on the 23rd day of April, 1919, the defendant Engebret S. Moe made to one D. B. Bakke his promissory note wherein and whereby, for value received, he promised and agreed to pay to the order of said D. B. Bakke the sum of $3600.00 April 23, 1924, together with interest thereon at the rate of six per cent per annum payable annually. That at the same time and to secure the payment of said note the defendant made to said D. B. Bakke a mortgage covering lots one and two, the southeast quarter of the southwest quarter, the southwest quarter of the southeast quarter of section twenty-five; the southwest quarter of the southeast

quarter of section twenty-three in township one hundred fifty-six, range forty-two and the north half of the southeast quarter and the north half of the southwest quarter of section thirty-one in township one hundred fifty-six, range forty-one; that said mortgage was acknowledged and recorded in the office of the Register of Deeds in and for the county of Marshall, State of Minnesota, on the 25th day of April, 1919, at eight o'clock A. M. in Book 93 of mortgages on page 252; that said mortgage was thereafter, for valuable consideration, sold and assigned to this defendant, and that it is now the owner and the holder of said mortgage.

That on the 7th day of February, 1916, the defendant Elizabeth Risberg made to one D. B. Bakke her promissory note wherein and whereby, for value received, she promised to pay to the order of said D. B. Bakke on the 7th day of February, 1921, the sum of $600.00 together with interest thereon at the rate of six per cent per annum, payable annually; and that at the same time and to secure the payment of said note the defendant and her husband made to said D. B. Bakke a mortgage covering the following premises in Marshall County, Minnesota, to-wit:
171 Lots one and two of section twenty-three, in township one hundred fifty-six, range forty-two. That said mortgage was duly acknowledged and recorded in the office of the Register of Deeds in and for said Marshall County, on the 15th day of February, 1916, at eight o'clock A. M. in book 80 of mortgages on page 187; that said mortgage and note were thereafter subsequently sold and assigned by the said D. B. Bakke to the said defendant and it is now the owner and the holder thereof.

That on the 8th day of December, 1915, the defendant Carl Surmo and Alma Surmo, his wife, made to one D. B. Bakke his promissory note wherein and whereby, for value received, he promised and agreed to pay to the order of the said D. B. Bakke the sum of Eight Hundred Dollars on the 8th day of December, 1920, together with interest thereon at the rate of six per cent per annum, payable annually. That at the same time and to secure the payment of the said note the said Carl Surmo and wife made to the said D. B. Bakke a mortgage covering all of lots three and four, section twenty-three, in township one hundred fifty-six, range forty-two, Marshall County, Minnesota. That said mortgage was acknowledged and recorded in the office of the Register of Deeds in and for the County of Marshall, State of Minnesota on the 15th day of December, 1915, at 9:30 A. M. in book 80 of mortgages on page 120. That said mortgage and

note for a valuable consideration, were sold and assigned to this defendant and that it is now the owner and the holder thereof.

That on the 5th day of June, 1918, the defendant Frank W. Erickson made to D. B. Bakke, his promissory note wherein and whereby for value received, he [promissed] and agreed to pay to the order of said D. B. Bakke on the 5th day of June, 1923, the sum of $600.00 with interest thereon at the rate of six per cent per annum, payable annually. That at the same time and to secure the payment of said note the said Frank W. Erickson made to the said D. B. Bakke a mortgage covering the northwest quarter of the northeast quarter and the south half of the northeast quarter
172 and Lot one of section twelve, in township one hundred fifty-six, range forty-two; that said mortgage was acknowledged and recorded in the office of the Register Deeds in and for the said Marshall County, State of Minnesota, on the 7th day of June, 1918, at eight o'clock A. M. in book 92 of mortgages on page 11; that thereafter, for a valuable consideration, the said note and mortgage were duly sold and assigned by D. B. Bakke to this defendant who is now the owner and the holder thereof.

That on the 14th day of April, 1920, the defendant Bernard Larson made to this defendant his promissory note wherein and whereby he promised and agreed to pay to the order of this defendant the sum of $1100.00 on the 14th day of April, 1923, together with interest thereon at the rate of six per cent per annum, payable annually. That at the same time and to secure the payment of said note the defendant Bernard Larson made to the answering defendant a mortgage covering the east half of the southeast quarter and the southeast quarter of the northeast quarter and lot three of section eight, in township one hundred fifty-six, range forty-one, in Marshall Co., Minnesota; that said mortgage was acknowledged and recorded in the office of the Register of Deeds in and for said County, on the 22nd day of April, 1920, at eight o'clock A. M. In book 100 on page 49.

That on the 10th day of July, 1920, the defendant Ludovic M. Larson, and Gunda Larson, his wife made to the Holt State Bank his promissory note wherein and whereby, for value received, he [promissed] to pay to the order of the said Holt State Bank on the 10th day of July, 1925, $800.00 with interest at the rate of six per cent per annum; and that at the same time and to secure the payment of the said note, the said Ludovic M. Larson and wife made to the said Holt State Bank a mortgage covering the following premises

in Marshall County, Minnesota, to-wit: The North half of the northwest quarter, the southeast quarter of the northwest quarter and lot one of section sixteen, in town-
173 ship one hundred fifty-six, range forty-one, and said mortgage was acknowledged and recorded in the office of the Register of Deeds in and for the County of Marshall and State of Minnesota, on the 18th day of September, 1920, at nine o'clock A. M. in Book 92 of mortgages on page 299. That thereafter the said mortgage was duly sold and assigned for a valuable consideration to this defendant and that it is now the owner and the holder of the said mortgage and note.

That on the 27th day of September, 1918, defendant Alva Luella Dale and her husband Casper J. Dale made and delivered to D. B. Bakke their promissory note of that date and thereby for value received, promised to pay to the order of said D. B. Bakke the sum of $1500.00 on or before five years from that date, with interest thereon at the rate of six per cent per annum, payable annually; that at the same time and to secure the payment of said note said defendant Alva Luella Dale and husband made and delivered to said D. B. Bakke, payee, of said note, their mortgage deed and thereby conveyed to said D. B. Bakke, his heirs and assigns, all of lots two and three and the northeast quarter of the southwest quarter of section sixteen, in township one hundred fifty-six, range forty-one; that on the 23rd day of September, 1918, said mortgage was duly recorded in the office of the Register of Deeds for said county in book 92 of mortgages on page 27; that said note and mortgage were thereafter duly assigned to this defendant, and that it is now the owner and the holder of said note and mortgage.

That on the 20th day of February, 1919, defendant Reier Reierson and Gjorgina Reierson, his wife, made and delivered to this answering defendant, their promissory note of that date and thereby, for value received, promised to pay to the order of this defendant the sum of $2500.00 five years from that date with interest at the rate of six per cent per annum; that at the same time and to secure the payment of said note the defendant Reier Reierson and wife made and delivered to this defendant, payee, of said note, their mortgage deed and thereby conveyed to this defendant, its successors and assigns, all of [lot] four and
174 five and the south half of the southeast quarter of section twenty, in township one hundred fifty-six, range forty-one in Marshall County, Minnesota, and that

on the 20th day of February, 1919, said mortgage was recorded in the office of the Register of Deeds of said county in Book 92 of Mortgages on page 83.

That all of the above described lands covered by said mortgages border on Mud Lake, and that said mortgages cover all interests which the said defendants have as riparian owners as herein alleged.

IV.

Defendant admits the allegations set forth in paragraphs two, three and five of said complaint except the allegation in paragraph five that said drainage was completed in 1910, which is denied. Defendant alleges that said drainage was not completed until some time during the fall of 1911.

V.

Defendant expressly denies that Mud Lake shown on exhibits "A" and "B" of said complaint as a meandered lake was at the time of the said survey made in 1892, a large marsh, swamp, or overflowed land, and denies that said lake was improperly or erroneously meandered. On the other hand, defendant alleges that said Mud Lake at the time of the said survey in 1892 was a large lake of open water of an area of 4929.64 acres, and varying in depth from four to ten feet, and that said lake was navigable and capable of being put to public use such as boating, fishing, hunting and commercial purposes, and that said lake was regularly and properly meandered by Government survey in accordance with the rules and instructions of the Department.

VI.

That the United States Government has duly issued its patent covering the above described premises to the said mortgagors, or their predecessors in interests, and at the time of the issuance of the said patents the said Mud Lake was in fact a navigable lake and continued to be such until drained by the construction of Judicial Ditch No. 11.

175 VII.

That on the 14th day of November, 1911, one Albert Johnson, who was then the owner of Lots one, two and three, and the northeast quarter of the northwest quarter and the northwest quarter of the northeast quarter of section seven in township one hundred fifty-six, range forty-one,

brought an action in the district court of Marshall County, Minnesota, against all of the riparian owners of said Mud Lake to determine the ownership of the bed of said Mud Lake, and to establish the boundary lines between the respective owners thereof, and which action was further brought to determine any and all adverse claims to said Mud Lake bottom. That the United States of America was made a party defendant in this action. That on the 18th day of February, 1914, a judgment was duly made and entered by the court in said action wherein among other things it was ordered, adjudged and decreed that the bed of said Mud Lake was the property of the riparian owners and that boundary lines between the respective lands including those upon which this defendant holds mortgages as above set forth were duly established, and that a certified copy of said judgment is hereto attached, marked exhibit "G" and made a part hereof.

VIII.

That George W. Walker, a duly qualified civil engineer, was appointed in and by said judgment to establish said center by a suitable monument; and that thereafter the said George W. Walker established the said center and also the said boundary lines, and duly made a report of said survey to the court, which was duly confirmed by said court on the 1st day of May, 1914.

IX.

This defendant further alleges that all of the above described mortgagors were the owners in fee of lands covered by said mortgages at the time of the recording thereof and all that portion of the bed of Mud Lake contiguous thereto as set forth in the judgment above referred to, and that none of the said mortgages have been paid or satisfied, but
176 are all valid and existing liens on said premises.

X.

Defendant admits that the General Land Office made a survey of the Mud Lake bottom during the year 1913 as set forth in said paragraph six of said Bill of Complaint and admits that the General Land Office has attempted to open the same for homestead entries under the homestead laws as alleged in paragraph seven of said Complaint, but alleges that said survey was made without authority. That there were no public lands within said Mud Lake bottom at that time, and that the United States Government did not then

and does not now own or have any interest in any land within said Mud Lake bottom whatsoever, and that the lands described in paragraph seven of the Bill of Complaint are the lands owned by the respective owners and mortgagors above named, and the remaining defendants hereto, who are the riparian owners of the said Mud Lake in accordance with the above judgment exhibit "G", and that plaintiff has no estate, right, title, interest in or lien upon said lands, or any part thereof, whatsoever.

Wherefore, This defendant prays judgment that the plaintiff take nothing by this action, and that all of the above described mortgages be decreed valid and existing liens against all of the lands covered by said mortgages.

A. N. ECKSTROM,
Attorney for Defendant,
Deposit Bank of Winona,
Warren, Minn.

Dated October 21, 1920.

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177 Exhibit G.

State of Minnesota } ss.
County of Marshall }

District Court
Fourteenth Judicial District.

Albert Johnson
Plaintiff

vs.

Bergit Stenmo, Bernard Larson, Knute O. Flakne, Hervey H. Hulburt, Jacob Anthon Johnson, George E. Olson, Peter Christianson, John F. Tapper, Thora Anderson, Christian Buckland, Karen Knutson, Christian Larsen Ring, Andrew Stenseth, Elizabeth Risberg, Nels A. Fosen, Axel Nelson, United States of America, G. Vandertuuk, A. J. Prins, D. B. Bakke, Frank W. Erickson, Joseph Boyeson, and L. M. Larson,
Defendants.

This matter came regularly before the court on the 8th day of November, 1913, at his Chambers in the court house

in the city of Warren, in said County, and State, on stipulation of W. J. Brown of Thief River Falls, Minnesota, and A. N. Eckstrom of Warren, Minnesota, attorneys for the plaintiff, and Ole J. Vaule and Wm. P. Murphy of Crookston, Minnesota, attorneys for the defendant Bergit Stenmo, the only answering defendant, and on application of the said attorneys for the plaintiff for a judgment as to the remaining defendants, all of whom are in default. It appearing to the court that all of the defendants have been personally served with the summons in the above entitled matter, and that none of the said defendants have filed an answer or appeared in any manner whatsoever except the defendant Bergit Stenmo, and the court having duly considered the evidence presented and being fully advised, made Findings of Fact, Conclusions of Law and order for Judgment.

Now, Therefore, On motion of Wm. J. Brown and A. N. Eckstrom, attorneys for the plaintiff,

It Is Ordered, Adjudged and Decreed, As Follows:—

That the plaintiff Albert Johnson, is the owner of lots one, two, and three, of section seven, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake Contiguous
178 thereto, bounded on the west by a line extending from the point where the west section line of said section seven crosses the meandered line to the center of the lake, and bounded on the east by extending a line from the point where the east line of said lot three, section seven, crosses the meandered line to the center of the lake.

That the defendant, Bergit Stenmo, is the owner of lot four of section seven, and lots one and two of section eight, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake Contiguous thereto, bounded on the west by the same line which is described above as the east line of that portion of the bed of Mud Lake assigned to the plaintiff Albert Johnson, and bounded on the east by a line extending from the point where the east line of said lot two, section eight, crosses the meandered line to the center of the lake.

That the defendant Bernard Larson is the owner of lot three of section eight, in township one hundred fifty-six, range forty-one in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the westerly side thereof by the same boundary line as above described as being the easterly boundary line of that

portion of the bed of Mud Lake assigned to the defendant Bergit Stenmo, and bounded on the easterly side thereof by a line extending from that point where the south line of said lot three crosses the meandered line to the center of the lake.

That the defendant Knute O. Flakne, is the owner of lot four of section eight, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly and westerly sides thereof by the same line as above described as being the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendant Bernard Larson, and bounded on the southerly side thereof by extending a line from the point where the east line of said lot four crosses the meandered line, to the center of the lake.

That the defendant Hervey H. Hulburt is the owner of lots one and two of section seventeen, in township one hun-
179 dred fifty-six range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line described as the southerly boundary line of that portion of the bed of Mud Lake assigned to the defendant Knute O. Flakne, and bounded on the southerly side thereof by extending a line from that point where the east line of said lot two crosses the meandered line to the center of the lake.

That the defendant L. M. Larson is the owner of lot one, of section sixteen, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line as above described forming the southerly line of that portion of the bed of Mud Lake assigned to the defendant Hervey H. Hulburt, and bounded on the southerly side thereof by extending a line from that point where the south boundary line of said lot one crosses the meandered line to the center of the lake.

That the defendant Jacob Anthon Johnson is the owner of lots two and three, of section sixteen, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake bounded on the northerly side thereof by the same line as above described forming the southerly line of that portion of the bed of Mud Lake assigned to the defendant L. M. Larson, and bounded on the southerly side thereof by extending a line

from that point where the south line of said lot three crosses the meandered line to the center of the lake.

That the defendant George E. Olson is the owner of lot one of section twenty-one, and lots one, two and three, of section twenty, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line as above described as forming the southerly boundary line of that portion of the bed of Mud Lake assigned to the defendant Jacob Anthon Johnson, and bounded on the southerly and westerly sides thereof by extending a line from that point where the west line of said lot three crosses the meandered line to the center of the lake.

That the defendant Peter Christiansen is the owner
180 of lots four and five of section twenty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly and easterly sides thereof by the same line as above described as forming the westerly and southerly line of that portion of the bed of Mud Lake assigned to the defendant George E. Olson, and bounded on the westerly side thereof by extending a line from that point where the west line of the said lot five crosses the meandered line to the center of the lake.

That the defendant John F. Tapper is the owner of lot one, of section nineteen, and lots one and two of section thirty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Peter Christianson, and bounded on the westerly side thereof by extending a line from the point where the west line of said lot two crosses the meandered line to the center of the lake.

That the defendant Thora Anderson is the owner of lot three, of section thirty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous therto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant John F. Tapper, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot three crosses the meandered line to the center of the lake.

That the defendant Christian Buckland is the owner of lots three and four of section twenty-five, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, and bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Thora Anderson, and bounded on the westerly side thereof by a line extending from that point where the west line of said lot three crosses the meandered line to the center of the lake.

181 That the defendant Karen Knutson is the owner of lots one and two, of section twenty-five in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Christian Buckland, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot one crosses the meandered line to the center of the lake.

That the defendant Christian Larson Ring, is the owner of lot two of section twenty-six, in township one hundred fifty-six, range forty-two and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Karen Knutson, and bounded on the westerly side thereof by extending a line from that point where the north line of said lot two crosses the meandered line to the center of the lake.

That the defendant Nels A. Fosen is the owner of lot one, of section twenty-six, in township one hundred fifty-six, range forty-two and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as being the westerly line of that portion of the bed of Mud Lake assigned to the defendant Christian Larsen Ring, and bounded on the westerly side thereof by extending a line from that point where the north boundary line of said lot one crosses the meandered line to the center of the lake.

That the defendant Elizabeth Risberg is the owner of lots one, two, three and four of section twenty-three, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly and southerly sides thereof by the same line

as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Nels A. Fosen, and bounded on the northerly side thereof by extending a line from that point where the north line of said lot one crosses the meandered line to the center of the lake.

182 That the defendant Axel Nelson is the owner of lots one, two three and four, of section fourteen, in township one hundred fifty-six range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly side thereof by the same line as above described as forming the northerly line of that portion of the bed of Mud Lake assigned to the defendant Elisabeth Risberg, and bounded on the northerly and easterly sides thereof by extending a line from that point where the east line of said lot one crosses the meandered line to the center of the lake.

That the defendant Joseph Boyeson is the owner of lot one, of section thirteen, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly and westerly sides thereof by the same line as above described as forming the northerly and easterly line of that portion of the bed of Mud Lake assigned to the defendant Axel Nelson, and bounded on the northerly and easterly sides thereof by extending a line from that point where the northerly line of said lot one crosses the meandered line to the center of the lake.

That the defendants, G. Vandertuuk, A. J. Prins and D. B. Bakke are the owners of lots two, three and four, of section twelve, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly and westerly sides thereof by the same line as above described as forming the northerly and easterly line of that portion of Mud Lake assigned to the defendant Joseph Boyeson, and bounded on the easterly side thereof by extending a line from that point where the east line of said lot two crosses the meandered line to the center of the lake.

That the defendant Frank W. Erickson is the owner of lot one, of section twelve, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the westerly side thereof by the same line as above described as forming the easterly boundary line of that portion of the bed of Mud Lake as-

signed to the defendants G. Vandertuuk, A. J. Prins and D. B. Bakke, and bounded on the easterly side thereof by
183 extending a line from that point where the east line of said lot one crosses the meandered line to the center of the lake.

That George W. Walker, Esq., a duly qualified civil engineer and surveyor be, and he is hereby appointed and directed to proceed to the property involved herein, and establish by suitable monuments the boundary lines fixed and determined herein, and that he duly make his report to the court herein pursuant to law within sixty days from and after the 16th day of February, 1914.

That on the first day of May, 1914, the court will proceed to tax the costs in said matter and to fix and determine the attorney fees to be allowed in said matter and to confirm the report of the engineer above referred to.

Witness the Hon. Andrew Grindeland, Judge of said Court, at the City of Warren, in Marshall County, Minnesota, this 18th day of February, A. D. 1914.

A. C. SWANDBY
(SEAL) Clerk of District Court, Marshall County, Minnesota.

Certificate of Transcript.

State of Minnesota } ss.
County of Marshall }

I, A. C. Swandby, Clerk of the District Court, Marshall County, and State of Minnesota, do hereby certify that I have compared the foregoing paper writing pages 1 to 7 inclusive with the original Judgment in the action therein entitled, now remaining of record in my office, and that the same is a true and correct copy and transcript of said original and the whole thereof.

Witness My Hand and the seal of said Court at Warren, Minnesota, this 21st day of October, A. D. 1920.

A. C. SWANDBY,
(SEAL) Clerk of the District Court.

Answer filed in the U. S. District Court Oct. 23, 1920.

184 Separate Answer of Alva Luella Dale

United States District Court
District of Minnesota
Sixth Division

No.....

The United States of America,
Plaintiff,

vs.

Holt State Bank, a corporation, Deposit Bank of Winona, a corporation, Federal Land Bank of St. Paul, a corporation, Advance Rumely Thresher Company, a corporation, Minnesota Masonic Home, Christian Burchland, Christian Larson Ring, Peter A. P. Sandstrom, Frank W. Erickson, Mary A. C. Buessman, Nels A. Fosen, Alva Luella Dale, Ludovic M. Larson, Alvina Silbaugh, Albert C. Jahr, Elizabeth Risberg, Reier Reierson, Carl Surmo, Engebret S. Moe, John F. Tapper, Annie Rowverg, George Olson, Axel Nelson, Bernard Larson, Knud O. Flakne, Margit Vaule, Olga C. Larson, Tine Wold, Joseph Boyeson, Thora Anderson, G. Howard Smith, N. Whitford, L. E. Gossman, D. B. Bakke, A. N. Eckstrom, Joseph Boyeson, Clarence Larson and Crookston State Bank, a corporation,
Defendants.

In Equity

To the Honorable, the Judges of the District Court of the United States for the District of Minnesota:

Comes now the defendant Alva Luella Dale and for her separate answer to the bill of complaint filed herein, alleges, as follows:

I.

Defendant denies each and every allegation and matter contained in said bill of complaint, except as is hereinafter admitted.

II.

Defendant admits the allegations set forth in paragraphs two, three and five of said Bill of Complaint, except the allegation in paragraph five that said drainage was completed in August, 1910, which is denied. Defendant alleges that said drainage was not completed until some time during the fall of 1911.

III.

Defendant expressly denies that Mud Lake shown on
185 exhibits "A" and "B" of said Complaint as a meandered lake was at the time of the said survey made in 1892, a large marsh, swamp, or overflowed land, and denies that said lake was improperly or erroneously meandered. On the other hand, defendant alleges that said Mud Lake at the time of the said survey in 1892 was a large lake of open water of an area of 4929.64 acres, and varying in depth from four to ten feet, and that said lake was navigable and capable of being put to public use such as boating, fishing, hunting and commercial purposes, and that said lake was regularly and properly meandered by Government survey in accordance with the rules and instructions of the department.

IV.

That on the 1st day of November, 1911, one Jacob Anton Johanson made homestead entry on Lots two and three and the northeast quarter of the southwest quarter of section sixteen in township one hundred fifty-six, range forty-one west of the 5th principal meridian, in Marshall County, Minnesota, which tract of land borders on said Mud Lake, and that said homestead entry was made in accordance with the provisions of the homestead laws of the United States of America, and that said homestead entry was made without any reservations or restrictions, or limitations, and that at the time of the making of the said homestead entry the said Mud Lake was in fact a navigable lake and continued to be such until drained by the construction of Judicial Ditch No. 11. That on the 20th day of July, 1916, the United States Government duly issued its patent covering the said premises to the said Jacob Anton Johanson, and that a certified copy of said patent together with the filing thereof is hereto attached, marked exhibit "F" and made a part hereof.

That in and by said patent the government inserted a clause that said [conveyances] was limited to land o tside

of the established meandered line of Mud Lake. This defendant alleges that said limitation was without authority and contrary to the agreement made when said homestead entry was taken, and that said limitation is contrary to law, and not in accordance with the homestead entry as above alleged.

186

V.

That on the 14th day of November, 1911, one Albert Johnson, who was then the owner of Lots one, two and three, and the northeast quarter of the northwest quarter and the northwest quarter of the northeast quarter of section seven, in township one hundred fifty-six, range forty-one, brought an action in the district court of Marshall County, Minnesota, against said Jacob Anton Johanson, and all of the remaining riparian owners of said Mud Lake to determine the ownership of the bed of Mud Lake, and to establish the boundary line between the respective owners thereof, and which action was further brought to determine any and all adverse claims to said Mud Lake bottom. That the United States of America was made a party defendant in this action. That on the 18th day of February, 1914, a judgment was duly made and entered by said court in said action wherein among other things, it was ordered, adjudged and decreed that Jacob Anton Johanson was the owner in fee of lots two and three of section sixteen in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto bounded on the northerly side by extending a line from that point where the north boundary line of said lot two crosses the meandered line to the center of the lake and bounded on the south side thereof by extending a line from that point where the south line of said lot three crosses the meandered line to the center of the lake, and that a certified copy of said judgment is hereto attached, marked exhibit "G" and made a part hereof.

VI.

That George W. Walker, a duly qualified civil engineer, was appointed in and by said judgment to establish said center by a suitable monument; and that thereafter the said George W. Walker established the said center and also the said boundary lines, and duly made a report of said survey to the court, which was duly confirmed by said court on the 1st day of May, 1914.

187 VII.

That the defendant is now the owner and seized in fee of said Lots two and three, of section sixteen, in township one hundred fifty-six, range forty-one, and all that portion of the bed of Mud Lake contiguous thereto as above described having received title thereto through mesne conveyances from the patentee above named and his grantees.

VIII.

Defendant further alleges that following the entry of the above judgment the County Auditor and the County Board of said Marshall County, Minnesota, had the said lands within said Mud Lake bottom re-surveyed and subdivided, and that on the 10th day of May, 1916 they duly filed a certified plat of said survey in the office of the Register of Deeds of said Marshall County, Minn., and that the said plat is known and designated as Auditor's Plat and subdivision of Mud Lake.

That the defendant's [land] within said Mud Lake bottom according to said Auditor's plat and subdivision are described as follows, to-wit: Lot Four, Lot A of Lot Five of Section sixteen; Lot C of Lot Seven, Lot A of Lot Eight, Lot C of the northeast quarter of the southeast quarter (NE¼SE¼), Lot C of the northwest quarter of the southeast quarter (NW¼SE¼), Lot A of the southeast quarter of the southeast quarter (SE¼SE¼), Lot A of the southwest quarter of the southeast quarter (SW¼SE¼), Lot C of the northeast quarter of the southwest quarter (NE¼ SW¼), Lot A of the southeast quarter of the southwest quarter (SE¼SW¼), in section seventeen; Lot C of the northeast quarter of the southeast quarter (NE¼SE¼), Lot F of the northwest quarter of the southeast quarter (NW¼ SE¼), Lot A of the southeast quarter of the southeast quarter (SE¼SE¼), Lot A of the southwest quarter of the southeast quarter (SW¼SE¼), Lot G of the northeast quarter of the southwest quarter (NE¼SW¼), of section eighteen, in township one hundred fifty-six, range forty-one.

188 IX.

That thereafter the said lands were duly placed on the tax books of said Marshall County, Minnesota, for taxation, and that said lands are now assessed in the name of this defendant and subject to general taxation.

X.

Defendant admits that the General Land office made a survey of Mud Lake bottom during the year 1913 as set forth in paragraph six of the said bill of complaint, and admits that the General Land office has attempted to open the same for homestead entries under the homestead laws as alleged in paragraph seven of said Bill of Complaint, but alleges that said survey was made without authority. That there were no public lands within said Mud Lake bottom at that time, and that the United States Government did not then and does not now own or have any interest in any land within said Mud Lake bottom whatsoever, and that the lands described in paragraph seven of the Bill of Complaint are the lands owned by this answering defendant and the remaining defendants who are the riparian owners of said Mud Lake in accordance with the above judgment exhibit "G". And that the plaintiff has no estate, right, title or lien upon said lands, or any part thereof, whatsoever.

Wherefore, This defendant prays judgment that she be decreed the owner in fee of that part of Mud Lake described as follows: That portion of the bed of Mud Lake contiguous to Lots two and three of section sixteen, in township one hundred fifty-six, range forty-one in Marshall County, Minnesota, bounded on the north by a line extending from that point where the north boundary line of said lot two crosses the meandered line to the center of the lake as established by George W. Walker, engineer, and bounded on the south by extending a line from that point where the south line of Lot three crosses the meandered line to the center of the lake. And that it be decreed that the plaintiff has no estate, right, title, interest in or lien upon said land, or any part thereof.

Dated October 21, 1920.

A. N. ECKSTROM
Attorney for Defendant,
Alva Luella Dale,
Warren, Minn.

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189 Exhibit "F"

No. 95615.
Crookston 06821.

The United States of America,

To All to Whom These Presents Shall Come, Greeting:

Whereas, a certificate of the Register of the land office at

Crookston, Minnesota, has been deposited in the General Land Office, whereby it appears that full payment has been made by Jacon Anton Johanson, acoerding to the provisions of the Act of Congress of April 24, 1820, entitled "An Act making further provisions for the sale of the Public Lands" and the acts supplemental thereto, for the Lots two and three and the Northeast Quarter of the Southwest Quarter of Section sixteen in Township One hundred fifty six North of Range forty one West of the Fifth Principal Meridian, Minnesota, containing One Hundred nineteen and ninety five hundredths acres, according to the official plat of the survey of the said land returned to the General Land Office by the Surveyor General.

Now Know Ye, that the United States of America, in consideration of the premises and in conformity with the several acts of Congress in such case made and provided, has given and Granted, and by these presents does Give and Grant, unto the said claimant and to the heirs of the said claimant tract above described.

To Have and to Hold the same, together with all the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever. It being expressly understood that the conveyance hereby made is limited to land lying outside of the established meander line of Mud Lake.

In Testimony Whereof, I, Woodrow Wilson, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington, the Twentieth day of July, in the year of our Lord one thousand nine hundred and sixteen and of the Independence of the United States the One hundred and forty first.

By the President:
WOODROW WILSON.

By M. P. LEROY, Secretary,
L. Q. C. LAMAR. Recorder of the
General Land Office.

Recorded Patent Number 538979.
(United States Land Office Seal)

Filed for record the 23 day of September, A. D. 1918, at 9:00 A. M. and duly recorded in Book 52 of Deeds Page 187.
CHAS. E. GRINDER. Register of Deeds.

State of Minnesota, } ss.
County of Marshall. }

I, Chas. E. Grinder, Register of Deeds in and for said County and State aforesaid, do hereby certify that I have compared the foregoing and attached paper in writing, with the original record thereof, as recorded in Book 52 of Deeds on Page 187 of the public records now remaining in my said office, and that the same is a true and correct transcript of the original record of said instrument and the whole thereof.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this 20th day of October, A. D. 1920

CHAS. E. GRINDER,
(SEAL) Register of Deeds,
By BERTHA KNUTSON, Deputy.

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190 Exhibit G.

State of Minnesota } ss.
County of Marshall }

Distrit Court
Fourteenth Judicial District.

Albert Johnson
Plaintiff
vs.
Bergit Stenmo, Bernard Larson, Knute O. Flakne, Hervey H. Hulburt, Jacob Anthon Johnson, George E. Olson, Peter Christianson, John F. Tapper, Thora Anderson, Christian Buckland, Karen Knutson, Christian Larsen Ring, Andrew Stenseth, Elizabeth Risberg, Nels A. Fosen, Axel Nelson, United States of America, G. Vandertunk, A. J. Prins, D. B. Bakke, Frank W. Erickson, Joseph Boyeson, and L. M. Larson,
Defendants.

This matter came regularly before the court on the 8th day of November, 1913, at his Chambers in the court house in the city of Warren, in said County, and State on stipula-

tion of W. J. Brown of Thief River Falls, Minnesota, and A. N. Eckstrom of Warren, Minnesota, attorneys for the plaintiff, and Ole J. Vaule and Wm. P. Murphy of Crookston, Minnesota, attorneys for the defendant Bergit Stenmo, the only answering defendant, and on application of the said attorneys for the plaintiff for a judgment as to the remaining defendants, all of whom are in default. It appearing to the court that all of the defendants have been personally served with the summons in the above entitled matter, and that none of the said defendants have filed an answer or appeared in any manner whatsoever except the defendant Bergit Stenmo, and the court having duly considered the evidence presented and being fully advised, made Findings of Fact, Conclusions of Law and order for Judgment.

Now, Therefore, On motion of Wm. J. Brown and A. N. Eckstrom, attorneys for the plaintiff,

It Is Ordered, Adjudged and Decreed, as Follows:—

That the plaintiff Albert Johnson, is the owner of lots one, two, and three, of section seven, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake Contiguous thereto, bounded on the west by a line extending from
191 the point where the west section line of said section seven crosses the meandered line to the center of the lake, and bounded on the east by extending a line from the point where the east line of said lot three, section seven, crosses the meandered line to the center of the lake.

That the defendant, Bergit Stenmo, is the owner of lot four of section seven, and lots one and two of section eight, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake Contiguous thereto, bounded on the west by the same line which is described above as the east line of that portion of the bed of Mud Lake assigned to the plaintiff Albert Johnson, and bounded on the east by a line extending from the point where the east line of said lot two, section eight, crosses the meandered line to the center of the lake.

That the defendant Bernard Larson is the owner of lot three of section eight, in township one hundred fifty-six, range forty-one in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the westerly side thereof by the same boundary line as above described as being the easterly boundary line of that

portion of the bed of Mud Lake assigned to the defendant Bergit Stenmo, and bounded on the easterly side thereof by a line extending from that point where the south line of said lot three crosses the meandered line to the center of the lake.

That the defendant Knute O. Flakne, is the owner of lot four of section eight, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly and westerly sides thereof by the same line as above described as being the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendant Bernard Larson, and bounded on the southerly side thereof by extending a line from the point where the east line of said lot four crosses the meandered line, to the center of the lake.

That the defendant Hervey H. Hulburt is the owner of lots one and two of section seventeen, in township one hun-
192 dred fifty-six range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line described as the southerly boundary line of that portion of the bed of Mud Lake assigned to the defendant Knute O. Flakne, and bounded on the southerly side thereof by extending a line from that point where the east line of said lot two crosses the meandered line to the center of the lake.

That the defendant L. M. Larson is the owner of lot one, of section sixteen, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line as above described forming the southerly line of that portion of the bed of Mud Lake assigned to the defendant Hervey H. Hulburt, and bounded on the southerly side thereof by extending a line from that point where the south boundary line of said lot one crosses the meandered line to the center of the lake.

That the defendant Jacob Anthon Johnson is the owner of lots two and three, of section sixteen, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake bounded on the northerly side thereof by the same line as above described forming the southerly line of that portion of the bed of Mud Lake assigned to the defendant L. M. Larson, and bounded on the southerly side thereof by extending a

line from that point where the south line of said lot three crosses the meandered line to the center of the lake.

That the defendant George E. Olson is the owner of lot one of section twenty-one, and lots one, two and three, of section twenty, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line as above described as forming the southerly boundary line of that portion of the bed of Mud Lake assigned to the defendant Jacob Anthon Johnson, and bounded on the southerly and westerly sides thereof by extending a line from that point where the west line of said lot three crosses the meandered line to the center of the lake.

That the defendant Peter Christiansen is the
193 owner of lots four and five of section twenty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly and easterly sides thereof by the same line as above described as forming the westerly and southerly line of that portion of the bed of Mud Lake assigned to the defendant George E. Olson, and bounded on the westerly side thereof by extending a line from that point where the west line of the said lot five crosses the meandered line to the center of the lake.

That the defendant John F. Tapper is the owner of lot one, of section nineteen, and lots one and two of section thirty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Peter Christianson, and bounded on the westerly side thereof by extending a line from the point where the west line of said lot two crosses the meandered line to the center of the lake.

That the defendant Thora Anderson is the owner of lot three, of section thirty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant John F. Tapper, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot three crosses the meandered line to the center of the lake.

That the defendant Christian Buckland is the owner of lots three and four of section twenty-five, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, and bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Thora Anderson, and bounded on the westerly side thereof by a line extending from that point where the west line of said lot three crosses the meandered line to the center of the lake.

194 That the defendant Karen Knutson is the owner of lots one and two, of section twenty-five in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Christian Buckland, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot one crosses the meandered line to the center of the lake.

That the defendant Christian Larson Ring, is the owner of lot two of section twenty-six, in township one hundred fifty-six, range forty-two and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Karen Knutson, and bounded on the westerly side thereof by extending a line from that point where the north line of said lot two crosses the meandered line to the center of the lake.

That the defendant Nels A. Fosen is the owner of lot one, of section twenty-six, in township one hundred fifty-six, range forty-two and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as being the westerly line of that portion of the bed of Mud lake assigned to the defendant Christian Larsen Ring, and bounded on the westerly side thereof by extending a line from that point where the north boundary line of said lot one crosses the meandered line to the center of the lake.

That the defendant Elizabeth Risberg is the owner of lots one, two, three and four of section twenty-three, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly and southerly sides thereof by the same line as

above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Nels A. Fosen, and bounded on the northerly side thereof by extending a line from that point where the north line of said lot one crosses the meandered line to the center of the lake.

195 That the defendant Axel Nelson is the owner of lots one, two three and four, of section fourteen, in township one hundred fifty-six range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly side thereof by the same line as above described as forming the northerly line of that portion of the bed of Mud Lake assigned to the defendant Elisabeth Risberg, and bounded on the northerly and easterly sides thereof by extending a line from that point where the east line of said lot one crosses the meandered line to the center of the lake.

That the defendant Joseph Boyeson is the owner of lot one, of section thirteen, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly and westerly sides thereof by the same line as above described as forming the northerly and easterly line of that portion of the bed of Mud Lake assigned to the defendant Axel Nelson, and bounded on the northerly and easterly sides thereof by extending a line from that point where the northerly line of said lot one crosses the meandered line to the center of the lake.

That the defendants, G. Vandertuuk, A. J. Prins and D. B. Bakke are the owners of lots two, three and four, of section twelve, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly and westerly sides thereof by the same line as above described as forming the northerly and easterly line of that portion of Mud Lake assigned to the defendant Joseph Boyeson, and bounded on the easterly side thereof by extending a line from that point where the east line of said lot two crosses the meandered line to the center of the lake.

That the defendant Frank W. Erickson is the owner of lot one, of section twelve, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the westerly side thereof by the same line as above described as forming the easterly boundary line of that portion of the bed of Mud Lake as-

signed to the defendants G. Vandertuuk, A. J. Prins and D. B. Bakke, and bounded on the easterly side thereof
196 by extending a line from that point where the east line of said lot one crosses the meandered line to the center of the lake.

That George W. Walker, Esq., a duly qualified civil engineer and surveyor be, and he is hereby appointed and directed to proceed to the property involved herein, and establish by suitable monuments the boundary lines fixed and determined herein, and that he duly make his report to the court herein pursuant to law within sixty days from and after the 16th day of February, 1914.

That on the first day of May, 1914, the court will proceed to tax the costs in said matter and to fix and determine the attorney fees to be allowed in said matter and to confirm the report of the engineer above referred to.

Witness the Hon. Andrew Grindeland, Judge of said Court, at the City of Warren, in Marshall County, Minnesota, this 18th day of February, A. D. 1914.

A. C. SWANDBY
(SEAL) Clerk of District Court,
Marshall County, Minnesota.

Certificate of Transcript.

State of Minnesota } ss.
County of Marshall }

I, A. C. Swandby, Clerk of the District Court, Marshall County, and State of Minnesota, do hereby certify that I have compared the foregoing paper writing pages 1 to 7 inclusive with the original Judgment in the action therein entitled, now remaining of record in my office, and that the same is a true and correct copy and transcript of said original and the whole thereof.

Witness My Hand and the seal of said Court at Warren, Minnesota, this 21st day of October, A. D. 1920.

A. C. SWANDBY,
(SEAL) Clerk of the District Court.

Answer filed in U. S. District Court, Oct. 23, 1920.

197 Separate Answer of Elmer Odie as administrator of the estate of Olga C. Odie, formerly Olga C. Larson

United States District Court
District of Minnesota
Sixth Division

No.....

The United States of America,
Plaintiff,

vs.

Holt State Bank, a corporation, Deposit Bank of Winona, a corporation, Federal Land Bank of St. Paul, a corporation, Advance Rumely Thresher Company, a corporation, Minnesota Masonic Home, Christian Burchland, Christian Larson Ring, Peter A. P. Sandstrom, Frank W. Erickson, Mary A. C. Buessman, Nels A. Fosen, Alva Luella Dale, Ludovic M. Larson, Alvina Silbaugh, Albert C. Jahr, Elizabeth Risberg, Carl Surmo, Engebret S. Moe, John F. Tapper, Annie Rowberg, Reier Reierson, George Olson, Axel Nelson, Bernard Larson, Knud O. Flakne, Margit Vaule, Olga C. Larson, Tine Wold, Joseph Boyeson, Thora Anderson, G. Howard Smith, N. Whitford, L. E. Gossman, D. B. Bakke, A. N. Eckstrom, Joseph Boyeson, Clarence Larson and Crookston State Bank, a corporation,
Defendants.

In Equity

To the Honorable, the Judges of the District Court of the United States for the District of Minnesota:

Comes now Elmer Odie, as administrator of the estate of Olga C. Odie, formerly Olga C. Larson, and for his separate answer to the bill of complaint filed herein, alleges, as follows:

I.

That on the 16th day of July, 1919, the said Olga C. Odie, whose name formerly was Olga C. Larson, died intestate,

and that on the second day of March, 1920, Letters of Administration on her estate were duly issued and granted to the said Elmer Odie by the Probate Court of Marshall County, State of Minnesota, whereupon the defendant duly qualified and entered upon the duties of and now is such administrator, and that a certified copy of the Letters of Administration issued to him as such administrator is hereto attached marked exhibit "H" and made a part hereof. And that said Elmer Odie is the sole heir at law of the said Olga C. Odie, deceased.

198 II.

Defendant denies each and every allegation and matter contained in said Bill of Complaint, except as is hereinafter admitted.

III.

Defendant admits that the allegations set forth in paragraphs two, three and five of said Complaint, except the allegation in paragraph five that said drainage was completed in August, 1910, which is denied. Defendant alleges that said drainage was not completed until some time during the fall of 1911.

IV.

Defendant expressly denies that Mud Lake shown on Exhibits "A" and "B" of said complaint as a meandered lake was at the time of the said survey made in 1892, a large marsh, swamp or overflowed land, and denies that said lake was improperly or erroneously meandered. On the other hand, defendant alleges that said Mud Lake at the time of the said survey in 1892 was a large lake of open water of an area of 4929.64 acres, and varying in depth from four to ten feet, and that said lake was navigable and capable of being put to public use such as boating, fishing, hunting and commercial purposes, and that said lake was regularly and properly meandered by government survey in accordance with the rules and instructions of the Department.

V.

That some time during the fall of 1910, the exact date unknown to this defendant, the said Olga C. Odie, formerly Olga C. Larson, made homestead entry on Lots one and two of section seventeen in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, which tract of

land borders on said Mud Lake, and that said Homestead entry was made in accordance with the provisions of the homestead laws of the United States of America and without any reservations or limitations or restrictions whatsoever, and at the time of the making of the said homestead entry the said Mud Lake was in fact a navigable lake and continued to be such until drained by the construction of Judicial Ditch No. 11; that on the 20th day of October, 1916, the United States Government duly issued its patent
199 covering the said premises to the said Olga C. Larson, and that a certified copy of said patent together with the filing thereof is hereto attached, marked exhibit "F" and made a part hereof.

That in and by the terms of said patent the government attempted to limit the conveyance to the land above the meandered line, and defendant alleges that said limitation was without authority and contrary to the agreement made when the said Olga C. Larson made the said homestead entry, and contrary to the rules and regulations in force at the time of said homestead entry.

VI.

That on the 14th day of November, 1911, one Albert Johnson, who was then the owner of lots one, two and three and the northeast quarter of the northwest quarter of Section seven, in township one hundred fifty-six, range forty-one, brought an action in the district court of Marshall County, Minnesota, against all of the riparian owners of said Mud Lake to determine the ownership of the bed of said Mud Lake, and to establish the boundary line between the respective owners thereof, and which action was further brought to determine any and all adverse claims to said Mud Lake bottom. That the United States of America was made a party defendant in this action. That one Hervey H. Hulburt who had filed on the same premises shortly before the said Olga C. Larson and whose filings were subsequently cancelled was made a party defendant in said action as owner of the above described lands, and that on the 18th day of February, 1914, a judgment was duly made and entered by the court in said action wherein among other things it was ordered, adjudged and decreed that said Hervey H. Hulbert was the owner of lots one and two of section seventeen, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the north by extending a line from that point where the north boundary line of lot one crosses the mean-

dered line to the center of the lake and bounded on the south by extending a line from that point where the east line of said lot two crosses the meandered line to the cen-
200 ter of the lake, and that a certified copy of said judgment is hereto attached, marked exhibit "G" and made a part hereof.

That the said Olga C. Larson subsequently succeeded to all right and title obtained by the said Hervey H. Hulburt in and by said judgment by virtue of her filing on the above described premises as hereinbefore alleged.

VII.

That George W. Walker a duly qualified civil engineer, was appointed in and by said judgment to establish said center by a suitable monument; and that thereafter the said George W. Walker established the said center and also the said boundary lines, and duly made a report of said survey to the court, which was duly confirmed by said court on the 1st day of May, 1914.

VIII.

That the defendant is now the owner and seized in fee of said Lots one and two, section seventeen, township one hundred [one hundred] fifty-six, range forty-one, and all that portion of the bed of Mud Lake contiguous thereto as above described.

IX.

Defendant further alleges that following the entry of the above judgment the County Auditor and the County Board of said Marshall County, Minnesota, had the said lands within said Mud Lake bottom re-surveyed and subdivided, and that on the 10th day of May, 1916, they duly filed a certified plat of said survey in the office of the Register of Deeds of said Marshall County, Minnesota, and that the said plat is known and designated as Auditor's Plat and Subdivision of Mud Lake.

That the defendant's [land] within the said Mud Lake bottom according to said Auditor's plat and subdivision are described as follows, towit: Lot Three, Lot A of Lot Four, Lot B of Lot Six, Lot A of Lot Seven, Lot B of the northwest quarter of the northeast quarter ($NW\frac{1}{4}NE\frac{1}{4}$), the southwest quarter of the northeast quarter ($SW\frac{1}{4}NE\frac{1}{4}$), Lot B of the northeast quarter of the northwest quarter ($NE\frac{1}{4}NW\frac{1}{4}$), the southeast quarter of the northwest

201 quarter ($SE\frac{1}{4}NW\frac{1}{4}$) Lot A of the northeast quarter of the southeast quarter ($NE\frac{1}{4}SE\frac{1}{4}$), Lot A of the northwest quarter of the southeast quarter ($NW\frac{1}{4}SE\frac{1}{4}$), Lot A of the northeast quarter of the southwest quarter ($NE\frac{1}{4}SW\frac{1}{4}$), of section seventeen; Lot D of the southeast quarter of the northeast quarter ($SE\frac{1}{4}NE\frac{1}{4}$), Lot D of the southwest quarter of the northeast quarter ($SW\frac{1}{4}NE\frac{1}{4}$), Lot A of the northeast quarter of the southeast quarter ($NE\frac{1}{4}SE\frac{1}{4}$), Lot D of the northwest quarter of the southeast quarter ($NW\frac{1}{4}SE\frac{1}{4}$), Lot E of the northeast quarter of the southwest quarter ($NE\frac{1}{4}SW\frac{1}{4}$) of section eighteen, all in township one hundred fifty-six, range forty-one.

X.

That thereafter the said lands were duly placed on the tax books of said Marshall County, Minnesota, for taxation, and that said lands are now assessed in the name of this defendant and subject to general taxation.

XI.

Defendant admits that the General Land Office made a survey of Mud Lake bottom during the year 1913 as set forth in paragraph six of the said bill of complaint, and admits that the General Land Office has attempted to open the same for homestead entry under the homestead laws as alleged in paragraph seven of said Bill of Complaint, but alleges that said survey was made without authority That there were no public lands within said Mud Lake bottom at that time, and that the United States Government did not then and does not now own or have any interest in any land within said Mud Lake bottom whatsoever, and that the lands described in paragraph seven of the Bill of Complaint are the lands owned by this answering defendant and the remaining defendants who are the riparian owners of the said Mud Lake in accordance with the above judgment exhibit G". And that the plaintiff has no estate, right, title or lien in or upon said lands, or any part thereof, whatsoever.

Wherefore, This defendant prays judgment that it be decreed that the estate of Olga C. Odie formerly Olga C.
202 Larson is the owner in fee of that part of Mud Lake described as follows, towit: That portion of the bed of Mud Lake contiguous to Lots one and two of section seventeen, in township one hundred fifty-six, range forty-one in Marshall County, Minnesota, bounded on the north by a line extending from the point where the north boundary

line of said lot one crosses the meandered line to the center of the lake as established by George W. Walker, Engineer, and bounded on the southerly side thereof by extending a line from the point where the east boundary line of said lot two crosses the meandered line to the center of the lake, and that it be decreed that plaintiff has no estate, right, title, interest in or lien upon said land or any part thereof.

Dated October 21, 1920.

A. N. ECKSTROM
Attorney for Elmer Odie, as administrator of the estate of Olga C. Odie formerly Olga C. Larson, Warren, Minn.

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203 No. 105008. Exhibit "F".

The United States of America.

Crookston 08035.

To All to Whom These Presents Shall Come, Greeting:

Whereas, a Certificate of the Register of the Land Office at Crookston, Minnesota, has been deposited in the General Land Office, whereby it appears that full payment has been made by the claimant Olga C. Larson, according to the provisions of the Act of Congress of April 24, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the Lots one and two of Section seventeen in Township One hundred fifty six, North of Range forty one West of the Fifth Principal Meridian, Minnesota, containing thirty five and fifty-hundredths acres, according to the Official Plat of the Survey of the said Land, returned to the General Land Office by the Surveyor-General:

Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, Has Given and Granted, by these presents Does Give and Grant, unto the said claimant and to the heirs of the said claimant the Tract above described; To Have and To Hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever. The conveyance of said Lots

one and two is confined expressly to the land above the meander line.

In Testimony Whereof, I, Woodrow Wilson President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington, the Twentieth day of October in the year of our Lord One thousand nine hundred and sixteen and of the Independence of the United States the one hundred and forty-first.

By the President:
WOODROW WILSON,

By M. P. LE ROY, Secretary,
L. Q. C. LAMAR,
Recorder of the General Land Office.

Recorded Patent Number 551291.
(General Land Office Seal)

Filed for record this 20th day of October, A. D. 1920, at 1:00 P. M. and duly recorded in Book 52 of Deeds on Page 243.

CHAS. E. GRINDER,
Register of Deeds.

State of [Aminnesota], } ss.
County of Marshall. }

I Chas. E. Grinder, Register of Deeds in and for said County, do Hereby Certify that I have compared the foregoing and attached paper in writing, with the original record thereto, as recorded in Book 52 of Deeds at Page 243 of the public records now remaining in my said office, and that the same is a true and correct transcript of the original record of said instrument and the whole thereof.

In Witness Whereof, I have hereunto subscribed [by] name and affixed my official seal, this 20th day of October, A. D. 1920.

CHAS. E. GRINDER,
Register of Deeds.

(OFFICIAL SEAL) By BERTHA KNUTSON, Deputy.

204 Exhibit G.

State of Minnesota
County of Marshall ss.

District Court
Fourteenth Judicial District.

Albert Johnson

Plaintiff

vs.

Bergit Stenmo, Bernard Larson, Knute O. Flakne, Hervey H. Hulburt, Jacob Anthon Johnson, George E. Olson, Peter Christianson, John F. Tapper, Thora Anderson, Christian Buckland, Karen Knutson, Christian Larsen Ring, Andrew Stenseth, Elizabeth Risberg, Nels A. Fosen, Axel Nelson, United States of America, G. Vandertuuk, A. J. Prins, D. B. Bakke, Frank W. Erickson, Joseph Boyesoh, and L. M. Larson,

Defendants.

This matter came regularly before the court on the 8th day of November, 1913, at his Chambers in the court house in the city of Warren, in said County, and State, on stipulation of W. J. Brown of Thief River Falls, Minnesota, and A. N. Eckstrom of Warren, Minnesota, attorneys for the plaintiff, and Ole J. Vaule and Wm. P. Murphy of Crookston, Minnesota, attorneys for the defendant Bergit Stenmo, the only answering defendant, and on application of the said attorneys for the plaintiff for a judgment as to the remaining defendants, all of whom are in default. It appearing to the court that all of the defendants have been personally served with the summons in the above entitled matter, and that none of the said defendants have filed an answer or appeared in any manner whatsoever except the defendant Bergit Stenmo, and the court having duly considered the evidence presented and being fully advised, made Findings of Fact, Conclusions of Law and order for Judgment.

Now, Therefore, On motion of Wm. J. Brown and A. N. Eckstrom, attorneys for the plaintiff,

It Is Ordered, Adjudged and Decreed, as Follows:

That the plaintiff Albert Johnson, is the owner of lots one, two, and three, of section seven, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake Contiguous thereto, bounded on the west by a line ex-
205 tending from the point where the west section line of said section seven crosses the meandered line to the center of the lake, and bounded on the east by extending a line from the point where the east line of said lot three, section seven, crosses the meandered line to the center of the lake.

That the defendant, Bergit Stenmo, is the owner of lot four of section seven, and lots one and two of section eight, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake Contiguous thereto, bounded on the west by the same line which is described above as the east line of that portion of the bed of Mud Lake assigned to the plaintiff Albert Johnson, and bounded on the east by a line extending from the point where the east line of said lot two, section eight, crosses the meandered line to the center of the lake.

That the defendant Bernard Larson is the owner of lot three of section eight, in township one hundred fifty-six, range forty-one in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the westerly side thereof by the same boundary line as above described as being the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendant Bergit Stenmo, and bounded on the easterly side thereof by a line extending from that point where the south line of said lot three crosses the meandered line to the center of the lake.

That the defendant Knute O. Flakne, is the owner of lot four of section eight, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly and westerly sides thereof by the same line as above described as being the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendant Bernard Larson, and bounded on the southerly side thereof by extending a line from the point where the east line of said lot four crosses the meandered line, to the center of the lake.

That the defendant Hervey H. Hulburt is the owner of lots one and two of section seventeen, in township one hundred fifty-six range forty-one, in Marshall County, Minne-
206 sota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line described as the southerly boundary line of that portion of the bed of Mud Lake assigned to the defendant Knute O. Flakne, and bounded on the southerly side thereof by extending a line from that point where the east line of said lot two crosses the meandered line to the center of the lake.

That the defendant L. M. Larson is the owner of lot one, of section sixteen, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line as above described forming the southerly line of that portion of the bed of Mud Lake assigned to the defendant Hervey H. Hulburt, and bounded on the southerly side thereof by extending a line from that point where the south boundary line of said lot one crosses the meandered line to the center of the lake.

That the defendant Jacob Anthon Johnson is the owner of lots two and three, of section sixteen, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake bounded on the northerly side thereof by the same line as above described forming the southerly line of that portion of the bed of Mud Lake assigned to the defendant L. M. Larson, and bounded on the southerly side thereof by extending a line from that point where the south line of said lot three crosses the meandered line to the center of the lake.

That the defendant George E. Olson is the owner of lot one of section twenty-one, and lots one, two and three, of section twenty, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line as above described as forming the southerly boundary line of that portion of the bed of Mud Lake assigned to the defendant Jacob Anthon Johnson, and bounded on the southerly and westerly sides thereof by extending a line from that point where the west line of said lot three crosses the meandered line to the center of the lake.

That the defendant Peter Christiansen is the owner of lots four and five of section twenty, in township one

207 hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly and easterly sides thereof by the same line as above described as forming the westerly and southerly line of that portion of the bed of Mud Lake assigned to the defendant George E. Olson, and bounded on the westerly side thereof by extending a line from that point where the west line of the said lot five crosses the meandered line to the center of the lake.

That the defendant John F. Tapper is the owner of lot one, of section nineteen, and lots one and two of section thirty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Peter Christianson, and bounded on the westerly side thereof by extending a line from the point where the west line of said lot two crosses the meandered line to the center of the lake.

That the defendant Thora Anderson is the owner of lot three, of section thirty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant John F. Tapper, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot three crosses the meandered line to the center of the lake.

That the defendant Christian Buckland is the owner of lots three and four of section twenty-five, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, and bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Thora Anderson, and bounded on the westerly side thereof by a line extending from that point where the west line of said lot three crosses the meandered line to the center of the lake.

208 That the defendant Karen Knutson is the owner of lots one and two, of section twenty-five in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as

forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Christian Buckland, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot one crosses the meandered line to the center of the lake.

That the defendant Christian Larson Ring, is the owner of lot two of section twenty-six, in township one hundred fifty-six, range forty-two and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Karen Knutson, and bounded on the westerly side thereof by extending a line from that point where the north line of said lot two crosses the meandered line to the center of the lake.

That the defendant Nels A. Fosen is the owner of lot one, of section twenty-six, in township one hundred fifty-six, range forty-two and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as being the westerly line of that portion of the bed of Mud lake assigned to the defendant Christian Larsen Ring, and bounded on the westerly side thereof by extending a line from that point where the north boundary line of said lot one crosses the meandered line to the center of the lake.

That the defendant Elizabeth Risberg is the owner of lots one, two, three and four of section twenty-three, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly and southerly sides thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Nels A. Fosen, and bounded on the northerly side thereof by extending a line from that point where the north line of said lot one crosses the meandered line to the center of the lake.

209 That the defendant Axel Nelson is the owner of lots one, two three and four, of section fourteen, in township one hundred fifty-six range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly side thereof by the same line as above described as forming the northerly line of that portion of the bed of Mud Lake assigned to the defendant Elisabeth Risberg, and bounded on the northerly and easterly sides thereof by extending a line from that point where the east

line of said lot one crosses the meandered line to the center of the lake.

That the defendant Joseph Boyeson is the owner of lot one, of section thirteen, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly and westerly sides thereof by the same line as above described as forming the northerly and easterly line of that portion of the bed of Mud Lake assigned to the defendant Axel Nelson, and bounded on the northerly and easterly sides thereof by extending a line from that point where the northerly line of said lot one crosses the meandered line to the center of the lake.

That the defendants, G. Vandertunk, A. J. Prins and D. B. Bakke are the owners of lots two, three and four, of section twelve, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly and westerly sides thereof by the same line as above described as forming the northerly and easterly line of that portion of Mud Lake assigned to the defendant Joseph Boyeson, and bounded on the easterly side thereof by extending a line from that point where the east line of said lot two crosses the meandered line to the center of the lake.

That the defendant Frank W. Erickson is the owner of lot one, of section twelve, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the westerly side thereof by the same line as above described as forming the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendants G. Vandertuuk, A. J. Prins and D. B. Bakke, and bounded on the easterly side thereof by extending a line from that point where the east line
210 of said lot one crosses the meandered line to the center of the lake.

That George W. Walker, Esq., a duly qualified civil engineer and surveyor be, and he is hereby appointed and directed to proceed to the property involved herein, and establish by suitable monuments the boundary lines fixed and determined herein, and that he duly make his report to the court herein pursuant to law within sixty days from and after the 16th day of February, 1914.

That on the first day of May, 1914, the court will proceed to tax the costs in said matter and to fix and determine

the attorney fees to be followed in said matter and to confirm the report of the engineer above referred to.

Witness the Hon. Andrew Grindeland, Judge of said Court, at the City of Warren, in Marshall County, Minnesota, this 18th day of February, A. D. 1914.

(SEAL)

A. C. SWANDBY,
Clerk of District Court,
Marshall County, Minnesota.

Certificate of Transcript.

State of Minnesota } ss.
County of Marshall }

I, A. C. Swandby, Clerk of the District Court, Marshall County, and State of Minnesota, do hereby certify that I have compared the foregoing paper writing pages 1 to 7 inclusive with the original Judgment in the action therein entitled, now remaining of record in my office, and that the same is a true and correct copy and transcript of said original and the whole thereof.

Witness My Hand and the seal of said Court at Warren, Minnesota, this 21st day of October, A. D. 1920.

(SEAL)

A. C. SWANDBY,
Clerk of the District Court.

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211 Exhibit "H".

In the Probate Court.

State of Minnesota, }
County of Marshall. }

Letters of Administration.

In the Matter of the Estate of Olga C. }
Odie (Formerly Larson) Decedent. }

Elmer Odie having filed in this Court his bond and oath to act as administrator of said estate as by law provided.

Now Therefore, the said Elmer Odie is hereby appointed administrator of the estate of Olga C. Odie, (formerly Larson) decedent, with full powers and duties as follows:

First, To take possession of all the real and personal estate of the decedent which shall not be set aside for the sur-

viving spouse or [childred] of decedent and to collect all debts and claims due to said decedent.

Second, To receive the rents and profits of the real estate until the estate is settled or until delivered over by an order of the Probate Court to the heirs or person thereunto entitled.

Third, To keep in tenantable repair all houses, buildings and fixtures of said real estate which may be under his [control, and to pay all taxes legally on said real estate.

Fourth, To maintain any necessary action for the possession of said real estate or quieting title to the same.

Fifth, Within three months hereafter to make and return a verified inventory and appraisement of all the real and personal estate of decedent which shall have come to his possession or knowledge.

Sixth, To pay the funeral expenses and expenses of the last sickness and all just debts of said decedent that shall be proved and allowed herein, to settle and compound the same, and to make defense against any claims that are not just and proper to be allowed.

Seventh, To obey all orders of the Court herein and settle for and account for the property of the defendant within the time prescribed by the Court.

Dated March, 2, 1920.

By the Court,

(COURT)
(SEAL.)

PETER H. HOLM,
Judge of Probate.

State of Minnesota } ss.
County of Marshall }

In Probate Court.

I, Peter H. Holm, Judge of the Probate Court, in and for said County, and State aforesaid, do hereby certify that I have compared the within and foregoing paper writing with the original Letters of Administration in the matter therein entitled, now remaining of record in my office, and that the same is a true and correct copy of said original, and the whole thereof.

Witness, My hand and the seal of said Court, at Warren, Minnesota, this 20th day of October, A. D., 1920.

PETER H. HOLM,
(SEAL) Probate Judge.

Answer filed in U. S. District Court Oct. 23, 1920.

212 (Appearance of Counsel for Defendant, Bernard Larson.)

District Court of the United States,
District of Minnesota,
Sixth Division.

United States of America,
vs.
Holt State Bank, et al.

The Clerk will enter my appearance for the defendant Bernard Larson in the above entitled cause.

A. N. ECKSTROM,
Solicitor for Defendant
Bernard Larson.

Filed in U. S. District Court Oct. 26, 1920.

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213 Answer of Bernard Larson.

To the Honorable, the Judges of the District Court of the United States for the District of Minnesota:

Comes now the defendant Bernard Larson and for his separate answer to the Bill of Complaint filed herein, alleges as follows:

I.

Defendant denies each and every allegation and matter contained in said Bill of Complaint, except as is hereinafter admitted.

II.

Defendant admits the allegations set forth in paragraphs two, three and five of said Bill of Complaint, except the allegation in paragraph five that said drainage was completed in August, 1910, which is denied. Defendant alleges that said drainage was not completed until some time during the fall of 1911.

III.

Defendant expressly denies that Mud Lake shown on Exhibits "A" and "B" of said Complaint as a
214 meandered lake was at the time of the said survey made in 1892, a large marsh, swamp, or overflowed

land, and denies that said lake was improperly or erroneously meandered. On the other hand, defendant alleges that said Mud Lake at the time of the said survey in 1892 was a large lake of open water of an area of 4929.64 acres, and varying in depth from four to ten feet, and that said lake was navigable and capable of being put to public use such as boating, fishing, hunting and commercial purposes, and that said lake was regularly and properly meandered by Government survey in accordance with the rules and instructions of the Department.

IV.

That on the 2nd day of March, 1910, this defendant made a homestead entry on the southeast quarter of the northeast quarter (SE¼NE¼), the East half of the southeast quarter (E½SE¼) and Lot three of section eight in township one hundred fifty-six, North of Range forty-one, in Marshall County, Minnesota, which tract of land borders on said Mud Lake, and that said homestead entry was made in accordance with the provisions of the homestead laws of the United States of America and without any reservations or limitations or restrictions whatsoever, and that at the time of the making of said homestead entry the said Mud Lake was in fact a navigable lake, and continued to be such until drained by the construction of judicial ditch No. 11. That on the 13th day of July, 1916, the United States Government duly issued its patent to the said premises to this defendant; and that a certified copy of said patent, together with the filing thereof is hereto attached, marked exhibit "F" and made a part hereof.

That in and by the terms of said patent the Government attempted to limit the conveyance to the land above the meandered line and defendant alleges that the said limitation was without authority and contrary to the agreement with the said Bernard Larson made at the time of said homestead entry, and contrary to the rules and regulations in force at the time of said homestead entry.

215 V.

That on the 14th day of November, 1911, one Albert Johnson, who was then the owner of lots one, two and three and the northeast quarter of the northwest quarter and the northwest quarter of the northeast quarter of section seven in township one hundred fifty-six, range forty-one, brought an action in the district court of Marshall County, Minne-

sota, against this defendant and all the remaining riparian owners of said Mud Lake to determine the ownership of the bed of said Mud Lake, and to establish the boundary lines between the respective owners thereof, and which action was further brought to determine any and all adverse claims to said Mud Lake bottom. That the United States of America was made a party defendant in this action. That on the 18th day of February, 1914, a judgment was duly made and entered by said court in said action wherein among other things, it was ordered, adjudged and decreed that said Bernard Larson was the owner in fee of Lot three in section eight, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto bounded on the westerly side thereof by a line extending from that point where the west line of said Lot three crosses the meandered line to the center of the lake, and bounded on the easterly side thereof by a line extending from that point where the south line of said Lot three crosses the meandered line to the center of the lake, and that a certified copy of said judgment is hereto attached, marked exhibit "G" and made a part hereof.

VI.

That George W. Walker, a duly qualified civil engineer, was appointed in and by said judgment to establish the said center by a suitable monument; and that thereafter the said George W. Walker established the said center and also the said boundary lines, and duly made a report of said survey to the court, which was duly confirmed by said court on the 1st day of May, 1914.

VII.

That this defendant has been during all of the times herein stated and is now the owner in fee of said Lot three in section eight, in township one hundred fifty-six, range
216 forty-one, and all that portion of the bed of Mud Lake contiguous thereto as above described.

VIII.

Defendant further alleges that following the entry of the above judgment the county Auditor and the County Board of said Marshall County, Minnesota, had the said lands within said Mud Lake bottom re-surveyed and subdivided, and that on the 10th day of May, 1916, they duly filed a certified plat of said survey in the office of the Register of

Deeds of said Marshall County, Minnesota, and that the said plat is known and designated as Auditor's Plat and subdivision of Mud Lake.

That the defendant's land within the said Mud Lake bottom according to said Auditor's plat and subdivision are described as follows, to-wit: Lot B of Lot Six, Lot A of Lot Seven, Lot B of Lot Eight, Lot B of Lot Nine, of section Eight ; Lot B of Lot Five in section seventeen; Lot B of the northeast quarter of the northeast quarter, Lot B of the southeast quarter of the northeast quarter, Lot B of the southwest quarter of the northeast quarter, Lot B of the northwest quarter of the southeast quarter, Lot C of the northeast quarter of the southwest quarter of section eighteen in township one hundred fifty-six, range forty-one.

IX.

That thereafter the said lands were duly placed on the tax books of said Marshall County, Minnesota, for taxation, and that said lands are now assessed in the name of this defendant and subject to general taxation.

X.

Defendant admits that the General Land Office made a survey of Mud Lake bottom during the year 1913 as set forth in paragraph six of said Bill of Complaint, and admits that the General Land Office has attempted to open the same for homestead entries under the homestead laws as
217 alleged in paragraph seven of said Bill of Complaint, but alleges that said survey was made without authority. That there were no public lands within said Mud Lake bottom at that time, and that the United States Government did not then and does not now own or have any interest in any land within said Mud Lake bottom whatsoever, and that the lands described in paragraph seven of the Bill of Complaint are the lands owned by this answering defendant and the remaining defendants who are the riparian owners of the said Mud Lake in accordance with the above judgment exhibit "G". And that the plaintiff has no estate, right, title, interest in or lien upon said lands, or any part thereof, whatsoever.

Wherefore, This defendant prays judgment that he be decreed as the owner in fee of that part of Mud Lake described as follows: That portion of the bed of Mud Lake contiguous to Lot three of section eight, in township one hundred fifty-six, range forty-one, in Marshall County, Min-

nesota, bounded on the west by a line extending from the point where the west boundary line of said Lot three crosses the meandered line to the center of the lake as established by George W. Walker, Engineer, and bounded on the east by a line extending from that point where the south line of said Lot three crosses the meandered line to the center of the lake; and that it be decreed that the plaintiff has no estate, right, title, interest in, or lien upon said land, or any part thereof whatsoever.

Dated October 25, 1920.

A. N. ECKSTROM,
Attorney for Defendant,
Bernard Larson,
Warren, Minn.

---

218 Exhibit "F"

No. 94356.

Crookston 05116.

The United States of America,

To All to Whom These Presents Shall Come, Greeting:

Whereas, a certificate of the Register of the Land Office at Crookston, Minnesota, has been deposited in the General Land office whereby it appears that pursuant to the Act of Congress 20th May, 1862, "To secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Bernard Larson has been established and duly [consumated] in conformity to law, for the [the] Southeast Quarter of the Northeast Quarter; the east half of the Southeast quarter, and the Lot three of Section eight in Township One hundred fifty six North of Range forty one West of the Fifth Principal Meridian, Minnesota, containing One hundred fifty nine and ninety five hundredths acres, according to the Official plat of the survey of said land returned to the General Land Office by the Surveyor General.

Now Know Ye, That there is therefore granted by the United States unto the said claimant the tract of land above [described]: To Have and to Hold the said tract of land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns, of the said claimant forever. It being expressly understood that the conveyance hereby made is limited to land lying outside of the established meander line of Mud Lake.

In Testimony Whereof, I Woodrow Wilson, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington, the Thirteenth day of July, in the year of our Lord one thousand nine hundred and sixteen and of the Independence of the United States the one hundred and forty first.

By the President:

WOODROW WILSON,
By M. P. LE ROY, Secretary.
L. Q. C. LAMAR,
Recorder of the General Land Office.

Recorded
Patent Number 537936.
(General Land Office Seal)

Filed for record April 10, A. D. 1918, at 11:30 A. M., and duly recorded in Book 49 of Deeds on Page 269.

CHAS E. GRINDER,
Register of Deeds.

State of Minnesota, } ss.
County of Marshall. }

I, Chas. E. Grinder, Register of Deeds within and for said County and State, do hereby certify that I have compared the foregoing and attached paper in writing, with the original record thereof, as recorded in Book 49 of deeds on page 269 of the public records now remaining in my said office, and that the same is a true and correct transcript of the original instrument and the whole thereof.

In Witness Whereof, I have subscribed my name and affixed my official seal, in said County, this 25th day of October, A. D. 1920.

CHAS. E. GRINDER,
(SEAL) Register of Deeds.

By BERTHA KNUTSON, Deputy.

219

Exhibit G.

State of Minnesota } ss.
County of Marshall }

District Court
Fourteenth Judicial District.

Albert Johnson
Plaintiff

vs.

Bergit Senmo, Bernard Larson, Knute O. Flakne, Hervey H. Hulburt, Jacob Anthon Johnson, George E. Olson, Peter Christianson, John F. Tapper, Thora Anderson, Christian Buckland, Karen Knutson, Christian Larsen Ring, Andrew Stenseth, Elizabeth Risberg, Nels A. Fosen, Axel Nelson, United States of America, G. Vandertuuk, A. J. Prins, D. B. Bakke, Frank W. Erickson, Joseph Boyeson, and L. M. Larson,
Defendants.

This matter came regularly before the court on the 8th day of November, 1913, at his Chambers in the court house in the city of Warren, in said County, and State, on stipulation of W. J. Brown of Thief River Falls, Minnesota, and A. N. Eckstrom of Warren, Minnesota, attorneys for the plaintiff, and Ole J. Vaule and Wm. P. Murphy of Crookston, Minnesota, attorneys for the defendant Bergit Stenmo, the only answering defendant, and on application of the said attorneys for the plaintiff for a judgment as to the remaining defendants, all of whom are in default. It appearing to the court that all of the defendants have been personally served with the summons in the above entitled matter, and that none of the said defendants have filed an answer or appeared in any manner whatsoever except the defendant Bergit Stenmo, and the court having duly considered the evidence presented and being fully advised, made Findings of Fact, Conclusions of Law and order for Judgment.

Now, Therefore, On motion of Wm. J. Brown and A. N. Eckstrom, attorneys for the plaintiff,

It Is Ordered, Adjudged and Decreed, as Follows:—

That the plaintiff Albert Johnson, is the owner of lots one, two, and three, of section seven, in township one hundred

fifty-six, range forty-one, in Marshall County, Minnesota, and
that portion of the bed of Mud Lake Contiguous
220 thereto, bounded on the west by a line extending from
the point where the west section line of said section
seven crosses the meandered line to the center of the lake,
and bounded on the east by extending a line from the point
where the east line of said lot three, section seven, crosses
the meandered line to the center of the lake.

That the defendant, Bergit Stenmo, is the owner of lot four of section seven, and lots one and two of section eight, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake Contiguous thereto, bounded on the west by the same line which is described above as the east line of that portion of the bed of Mud Lake assigned to the plaintiff Albert Johnson, and bounded on the east by a line extending from the point where the east line of said lot two, section eight, crosses the meandered line to the center of the lake.

That the defendant Bernard Larson is the owner of lot three of section eight, in township one hundred fifty-six, range forty-one in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the westerly side thereof by the same boundary line as above described as being the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendant Bergit Stenmo, and bounded on the easterly side thereof by a line extending from that point where the south line of said lot three crosses the meandered line to the center of the lake.

That the defendant Knute O. Flakne, is the owner of lot four of section eight, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly and westerly sides thereof by the same line as above described as being the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendant Bernard Larson, and bounded on the southerly side thereof by extending a line from the point where the east line of said lot four crosses the meandered line, to the center of the lake.

That the defendant Hervey H. Hulburt is the owner of lots
one and two of section seventeen, in township one
221 hundred fifty-six range forty-one, in Marshall County,
Minnesota, and that portion of the bed of Mud Lake
contiguous thereto, bounded on the northerly side thereof by
the same line described as the southerly boundary line of

that portion of the bed of Mud Lake assigned to the defendant Knute O. Flakne, and bounded on the southerly side thereof by extending a line from that point where the east line of said lot two crosses the meandered line to the center of the lake.

That the defendant L. M. Larson is the owner of lot one, of section sixteen, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line as above described forming the southerly line of that portion of the bed of Mud Lake assigned to the defendant Hervey H. Hulburt, and bounded on the southerly side thereof by extending a line from that point where the south boundary line of said lot one crosses the meandered line to the center of the lake.

That the defendant Jacob Anthon Johnson is the owner of lots two and three, of section sixteen, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake bounded on the northerly side thereof by the same line as above described forming the southerly line of that portion of the bed of Mud Lake assigned to the defendant L. M. Larson, and bounded on the southerly side thereof by extending a line from that point where the south line of said lot three crosses the meandered line to the center of the lake.

That the defendant George E. Olson is the owner of lot one of section twenty-one, and lots one, two and three, of section twenty, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line as above described as forming the southerly boundary line of that portion of the bed of Mud Lake assigned to the defendant Jacob Anthon Johnson, and bounded on the southerly and westerly sides thereof by extending a line from that point where the west line of said lot three crosses the meandered line to the center of the lake.

That the defendant Christiansen is the owner of
222 lots four and five of section twenty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly and easterly sides thereof by the same line as above described as forming the westerly and southerly line of that portion of the bed of Mud Lake assigned to the defendant George E. Olson, and bounded on the westerly side

thereof by extending a line from that point where the west line of the said lot five crosses the meandered line to the center of the lake.

That the defendant John F. Tapper is the owner of lot one, of section nineteen, and lots one and two of section thirty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Peter Christianson, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot two crosses the meandered line to the center of the lake.

That the defendant Thora Anderson is the owner of lot three, of section thirty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant John F. Tapper, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot three crosses the meandered line to the center of the lake.

That the defendant Christian Buckland is the owner of lots three and four of section twenty-five, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, and bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Thora Anderson, and bounded on the westerly side thereof by a line extending from that point where the west line of said lot three crosses the meandered line to the center of the lake.

223 That the defendant Karen Knutson is the owner of lots one and two, of section twenty-five in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Christian Buckland, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot one crosses the meandered line to the center of the lake.

That the defendant Christian Larson Ring, is the owner of lot two of section twenty-six, in township one hundred

fifty-six, range forty-two and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Karen Knutson, and bounded on the westerly side thereof by extending a line from that point where the north line of said lot two crosses the meandered line to the center of the lake.

That the defendant Nels A. Fosen is the owner of lot one, of section twenty-six, in [twonship] one hundred fifty-six, range forty-two and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as being the westerly line of that portion of the bed of Mud lake assigned to the defendant Christian Larsen Ring, and bounded on the westerly side thereof by extending a line from that point where the north boundary line of said lot one crosses the meandered line to the center of the lake.

That the defendant Elizabeth Risberg is the owner of lots one, two, three and four of section twenty-three, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly and southerly sides thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Nels A. Fosen, and bounded on the northerly side thereof by extending a line from that point where the north line of said lot one crosses the meandered line to the center of the lake.

224 That the defendant Axel Nelson is the owner of lots one, two three and four, of section fourteen, in township one hundred fifty-six range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly side thereof by the same line as above described as forming the northerly line of that portion of the bed of Mud Lake assigned to the defendant Elisabeth Risberg, and bounded on the northerly and easterly sides thereof by extending a line from that point where the east line of said lot one crosses the meandered line to the center of the lake.

That the defendant Joseph Boyesen is the owner of lot 1, of section thirteen, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly and westerly sides thereof by the same line as above described as form-

ing the northerly and easterly line of that portion of the bed of Mud Lake assigned to the defendant Axel Nelson, and bounded on the northerly and easterly sides thereof by extending a line from that point where the northerly line of said lot one crosses the meandered line to the center of the lake.

That the defendants, G. Vandertuuk, A. J. Prins and D. B. Bakke are the owners of lots two, three and four, of section twelve, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly and westerly sides thereof by the same line as above described as forming the northerly and easterly line of that portion of Mud Lake assigned to the defendant Joseph Boyeson, and bounded on the easterly side thereof by extending a line from that point where the east line of said lot two crosses the meandered line to the center of the lake.

That the defendant Frank W. Erickson is the owner of lot one, of section twelve, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the westerly side thereof by the same line as above described as forming the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendants G. Vandertuuk, A. J. Prins and D. B. Bakke, and bounded on the easterly side thereof by extending a line from that point where the east line
225 of said lot one crosses the meandered line to the center of the lake.

That George W. Walker, Esq., a duly qualified civil engineer and surveyor be, and he is hereby appointed and directed to proceed to the property involved herein, and establish by suitable monuments the boundary lines fixed and determined herein, and that he duly make his report to the court herein pursuant to law within sixty days from and after the 16th day of February, 1914.

That on the first day of May, 1914, the court will proceed to tax the costs in said matter and to fix and determine the attorney fees to be allowed in said matter and to confirm the report of the engineer above referred to.

Witness the Hon. Andrew Grindeland, Judge of said Court, at the City of Warren, in Marshall County, Minnesota, this 18th day of February, A. D. 1914.

A. C. SWANDBY
(SEAL) Clerk of District Court,
Marshall County, Minnesota.

Certificate of Transcript.

State of Minnesota } ss.
County of Marshall }

I, A. C. Swandby, Clerk of the District Court, Marshall County, and State of Minnesota, do hereby certify that I have compared the foregoing paper writing pages 1 to 7 inclusive with the original Judgment in the action therein entitled, now remaining of record in my office, and that the same is a true and correct copy and transcript of said original and the whole thereof.

Witness My Hand and the seal of said Court, at Warren, Minnesota, this Twenty-fifth day of October, A. D. 1920.

A. C. SWANDBY,
(SEAL) Clerk of the District Court.

Answer filed in U. S. District Court Oct. 26, 1920.

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226 (Appearance of Counsel for Defendant, Joseph Boyesen.)

District Court of the United States
District of Minnesota,
Sixth Division.

The United States of America,
vs.
Holt State Bank, et al.

The Clerk will enter my appearance for the defendant Joseph Boyesen in the above entitled cause.

A. N. ECKSTROM,
Solicitor for Defendant
Joseph Boyesen.

Filed in U. S. District Court Oct. 28, 1920.

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227 Separate Answer of Joseph Boyesen.

To the Honorable, The Judges of the District Court of the United States for the District of Minnesota:

Comes now the defendant Joseph Boyeson and for his separate answer to the Bill of Complaint filed herein alleges as follows:

I.

Defendant denies each and every allegation and matter contained in said Bill of Complaint, except as is hereinafter admitted.

II.

Defendant admits the allegations set forth in paragraphs two, three and five of said Bill of Complaint, except the allegation in paragraph five that said drainage was completed in August, 1910, which is denied. Defendant alleges that said drainage was not completed until some time during the fall of 1911.

III.

Defendant expressly denies that Mud Lake shown on
228 Exhibits "A" and "B" of said Complaint as a meandered lake was at the time of the said survey made in 1892, a large marsh, swamp, or overflowed land, and denies that said lake was improperly or erroneously meandered. On the other hand, defendant alleges that said Mud Lake at the time of the said survey in 1892 was a large lake of open water of an area of 4929.64 acres, and varying in depth from four to ten feet, and that said lake was [navigable] and capable of being put to public use such as boating, fishing, hunting and commercial purposes, and that said lake was used for such purposes, and that said lake was regularly and properly meandered by Government survey in accordance with the rules and instructions of the department.

IV.

That some time during the year 1911, the exact date now unknown, this defendant made a homestead entry on Lot One of Section Thirteen, in township one hundred fifty-six, range forty-two in Marshall County, Minnesota, which tract of land borders on said Mud Lake, and that said homestead entry was made in accordance with the provisions of the homestead laws of the United States of America and without any reservations or restrictions whatsoever. That at the time of the making of the said homestead entry the said Mud Lake was in fact a navigable lake and continued to be such until drained by the construction of Judicial Ditch No. 11. That on the 16th day of April, 1918, the United States Government duly issued its patent to said premises to said defendant, and that a certified copy of this patent together with the filing thereof in the Register of Deeds Office is hereto attached, marked exhibit "F" and made a part hereof.

V.

That on the 14th day of November, 1911, one Albert Johnson who was then the owner of lots one, two and three and the northeast quarter of the northwest quarter and the northwest quarter of the northeast quarter of section seven in township one hundred fifty-six, range forty-one, brought an action in the district court of Marshall County, Min-
229 nesota, against this defendant and all the remaining riparian owners of said Mud Lake to determine the ownership of the bed of Mud Lake, and to establish the boundary lines between the respective owners thereof, and which action was further brought to determine any and all adverse claims to said Mud Lake bottom. That the United States of America was made a party defendant in this action. That on the 18th day of February, 1914, a judgment was duly made and entered by said court in said action wherein among other things, it was ordered, adjudged and decreed that Joseph Boyeson was the owner in fee of said Lot One of section thirteen, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly side thereof by extending a line from that point where the west line of said Lot One crosses the meandered line to the center of the lake and bounded on the northerly side thereof by extending a line from that point where the north line of said lot one crosses the meandered line to the center of the lake, and that a copy of said judgment is hereto attached, marked exhibit "G" and made a part hereof.

VI.

That George W. Walker a duly qualified engineer, was appointed in and by said judgment to establish the said center by a suitable monument; and that thereafter the said George W. Walker established the said center and also the said boundary lines, and duly made a report of said survey to the court, which was duly confirmed by said court on the 1st day of May, 1914.

VII.

That this defendant has been during all of the times herein stated and is now the owner in fee of said Lot One, in section thirteen, in township one hundred fifty-six, range forty-one, and all that portion of the bed of Mud Lake contiguous thereto as above described.

VIII.

Defendant further alleges that following the entry of
230 the above judgment the county Auditor and the County Board of said Marshall County, Minnesota, had the said lands within said Mud Lake bottom re surveyed and subdivided, and that on the 10th day of May, 1916, they duly filed a certified plat of said survey in the office of the Register of Deeds of said Marshall County, Minnesota, and that the said plat is known and designated as Auditor's Plat and Subdivision of Mud Lake.

That the defendant's land within the said Mud Lake bottom according to said Auditor's plat and subdivision are described as follows, to-wit: Lot D of Lot Two, Lot D of Lot Three, Lot S of the northeast quarter of the southeast quarter (NE¼SE¼) of section eighteen; in township one hundred fifty-six, range forty-one; Lot B of Lot four, Lot B of Lot Five, Lot B of the southwest quarter of the northeast quarter (SW¼NE¼), Lot B of the southeast quarter of the northwest quarter (SE¼NW¼), Lot A of the southwest quarter of the northwest quarter (SW¼NW¼), Lot B of the northeast quarter of the southeast quarter (NE¼SE¼), Lot B of the northwest quarter of the southeast quarter, (NW¼SE¼), Lot B of the southeast quarter of the southeast quarter (SE¼SE¼), Lot A of the northeast quarter of the southwest quarter (NE¼SW¼) of section thirteen in township one hundred fifty-six, range forty-two.

IX.

That thereafter the said lands were duly placed on the tax books of said Marshall County, Minnesota, for taxation, and that said lands are now assessed in the name of this defendant and subject to general taxation.

X.

Defendant admits that the General Land Office made a survey of Mud Lake bottom during the year 1913 as set forth in paragraph six of said Bill of Complaint, and admits that the General Land Office has attempted to open the same for homestead entries under the homestead laws as
231 alleged in paragraph seven of said Bill of Complaint, but alleges that said survey was made without authority. That there were no public lands within said Mud Lake bottom at that time, and that the United States Government did not then and does not now own or have any interest in any land within said Mud Lake bottom whatso-

ever, and that the lands described in paragraph seven of the Bill of Complaint are the lands owned by this answering defendant and the remaining defendants who are the riparian owners of the said Mud Lake in accordance with the above judgment exhibit "G". And that the plaintiff has no estate, right, title, interest in or lien upon said lands, or any part thereof, whatsoever.

Wherefore, This defendant prays judgment that he be decreed the owner of that part of Mud Lake described as follows: That portion of the bed of Mud Lake contiguous to Lot One of Section thirteen, in township one hundred fifty-six, range forty-two, in Marshall County, Minnesota, bounded on the southerly side thereof by extending a line from that point where the west line of said Lot One crosses the meandered line to the center of the lake and bounded on the northerly side thereof by extending a line from that point where the north line of said Lot One crosses the meandered line to the center of the lake; and that it be decreed that the plaintiff has no estate, right, title, interest in or [line] upon said land, or any part thereof whatsoever.

Dated October 27, 1920.

A. N. ECKSTROM
Attorney for Defendant Joseph Boyeson, Warren, Minn.

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232 Exhibit "F"

No. 102149.

Crookston 08287.

The United States of America,

To All to Whom These Presents Shall Come, Greeting:

Whereas, a certificate of the Register of the Land Office at Crookston, Minnesota, has been deposited in the General Land Office whereby it appears that pursuant to the Act of Congress of 20th May, 1862, "To secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of Joseph Boyesen has been established and duly [consumated] in conformity to law, for the Lot one of Section thirteen in Township One hundred fifty six north of Range forty two West of the Fifth Principal Meridian, Minnesota, containing three and seventy-five hundredths acres, according to the Official plat of the survey of said land returned to the General Land Office by the Surveyor General.

Now Know Ye, That there is therefore granted by the United States unto the said claimant the tract of land above [rescribed]: To Have and To Hold the said tract of land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns, of said claimant forever.

In Testimony Whereof, I Woodrow Wilson, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington, the sixteenth day of April, in the year of our Lord one thousand nine hundred and eighteen and of the Independence of the United States the one hundred and Forty second.

By the President:
WOODROW WILSON.
By M. P. LE ROY, Secretary.
L. Q. C. LAMAR, Recorder
of the General Land Office.

Recorded
Patent Number 625656.
(General Land Office Seal)

Filed for record January 23, 1920, at 8:00 A. M., and duly recorded in Book 49 of Deeds on Page 367.

CHAS. E. GRINDER,
Register of Deeds.

State of Minnesota, } ss.
County of Marshall. }

I, Chas. E. Grinder, Register of Deeds within and for said County and State, do hereby certify that I have compared the foregoing and attached paper in writing, with the original record thereof, as recorded in Book 49 of deeds on page 367 of the public records now remaining in my said office, and that the same is a true and correct transcript of the original instrument and the whole thereof.

In Witness Whereof, I have subscribed my name and affixed my official seal, in said County, this 27th day of October, A. D. 1920.

CHAS. E. GRINDER.
(SEAL) Register of Deeds.

233 Exhibit G.

State of Minnesota
County of Marshall ss.

District Court
Fourteenth Judicial District.

Albert Johnson
Plaintiff

vs.

Bergit Stenmo, Bernard Larson, Knute O. Flakne, Hervey H. Hulburt, Jacob Anthon Johnson, George E. Olson, Peter Christianson, John F. Tapper, Thora Anderson, Christian Buckland, Karen Knutson, Christian Larsen Ring, Andrew Stenseth, Elizabeth Risberg, Nels A. Fosen, Axel Nelson, United States of America, G. Vandertuuk, A. J. Prins, D. B. Bakke, Frank W. Erickson, Joseph Boyeson, and L. M. Larson,
Defendants.

This matter came regularly before the court on the 8th day of November, 1913, at his Chambers in the court house in the city of Warren, in said County, and State, on stipulation of W. J. Brown of Thief River Falls, Minnesota, and A. N. Eckstrom of Warren, Minnesota, attorneys for the plaintiff, and Ole J. Vaule and Wm. P. Murphy of Crookston, Minnesota, attorneys for the defendant Bergit Stenmo, the only answering defendant, and on application of the said attorneys for the plaintiff for a judgment as to the remaining defendants, all of whom are in default. It appearing to the court that all of the defendants have been personally served with the summons in the above entitled matter, and that none of the said defendants have filed an answer or appeared in any manner whatsoever except the defendant Bergit Stenmo, and the court having duly considered the evidence presented and being fully advised, made Findings of Fact, Conclusions of Law and order for Judgment.

Now, Therefore, On motion of Wm. J. Brown and A. N. Eckstrom, attorneys for the plaintiff,

It is Ordered, Adjudged and Decreed, as Follows:—

That the plaintiff Albert Johnson, is the owner of lots one, two, and three, of section seven, in township one hun-

dred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake Contiguous thereto, bounded on the west by a line extending from
234 the point where the west section line of said section seven crosses the meandered line to the center of the lake, and bounded on the east by extending a line from the point where the east line of said lot three, section seven, crosses the meandered line to the center of the lake.

That the defendant, Bergit Stenmo, is the owner of lot four of section seven, and lots one and two of section eight, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake Contiguous thereto, bounded on the west by the same line which is described above as the east line of that portion of the bed of Mud Lake assigned to the plaintiff Albert Johnson, and bounded on the east by a line extending from the point where the east line of said lot two, section eight, crosses the meandered line to the center of the lake.

That the defendant Bernard Larson is the owner of lot three of section eight, in township one hundred fifty-six, range forty-one in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the westerly side thereof by the same boundary line as above described as being the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendant Bergit Stenmo, and bounded on the easterly side thereof by a line extending from that point where the south line of said lot three crosses the meandered line to the center of the lake.

That the defendant Knute O. Flakne, is the owner of lot four of section eight, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly and westerly sides thereof by the same line as above described as being the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendant Bernard Larson, and bounded on the southerly side thereof by extending a line from the point where the east line of said lot four crosses the meandered line, to the center of the lake.

That the defendant Hervey H. Hulburt is the owner of lots one and two of section seventeen, in township one
235 hundred fifty-six range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line described as the southerly boundary line of

that portion of the bed of Mud Lake assigned to the defendant Knute O. Flakne, and bounded on the southerly side thereof by extending a line from that point where the east line of said lot two crosses the meandered line to the center of the lake.

That the defendant L. M. Larson is the owner of lot one, of section sixteen, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line as above described forming the southerly line of that portion of the bed of Mud Lake assigned to the defendant Hervey H. Hulburt, and bounded on the southerly side thereof by extending a line from that point where the south boundary line of said lot one crosses the meandered line to the center of the lake.

That the defendant Jacob Anthon Johnson is the owner of lots two and three, of section sixteen, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake bounded on the northerly side thereof by the same line as above described forming the southerly line of that portion of the bed of Mud Lake assigned to the defendant L. M. Larson, and bounded on the southerly side thereof by extending a line from that point where the south line of said lot three crosses the meandered line to the center of the lake.

That the defendant George E. Olson is the owner of lot one of section twenty-one, and lots one, two and three, of section twenty, in township one hundred fifty-six, range forty-one, in Marshall County, Minnesota, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly side thereof by the same line as above described as forming the southerly boundary line of that portion of the bed of Mud Lake assigned to the defendant Jacob Anthon Johnson, and bounded on the southerly and westerly sides thereof by extending a line from that point where the west line of said lot three crosses the meandered line to the center of the lake.

That the defendant Peter Christiansen is the owner
236 of lots four and five of section twenty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the northerly and easterly sides thereof by the same line as above described as forming the westerly and southerly line of that portion of the bed of Mud Lake assigned to the defendant George E. Olson, and bounded on the westerly side

thereof by extending a line from that point where the west line of the said lot five crosses the meandered line to the center of the lake.

That the defendant John F. Tapper is the owner of lot one, of section nineteen, and lots one and two of section thirty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Peter Christianson, and bounded on the westerly side thereof by extending a line from the point where the west line of said lot two crosses the meandered line to the center of the lake.

That the defendant Thora Anderson is the owner of lot three, of section thirty, in township one hundred fifty-six, range forty-one, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant John F. Tapper, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot three crosses the meandered line to the center of the lake.

That the defendant Christian Buckland is the owner of lots three and four of section twenty-five, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, and bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Thora Anderson, and bounded on the westerly side thereof by a line extending from that point where the west line of said lot three crosses the meandered line to the center of the lake.

237 That the defendant Karen Knutson is the owner of lots one and two, of section twenty-five in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Christian Buckland, and bounded on the westerly side thereof by extending a line from that point where the west line of said lot one crosses the meandered line to the center of the lake.

That the defendant Christian Larson Ring, is the owner of lot two of section twenty-six, in township one hundred fifty-

six, range forty-two and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof, by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Karen Knutson, and bounded on the westerly side thereof by extending a line from that point where the north line of said lot two crosses the meandered line to the center of the lake.

That the defendant Nels A. Fosen is the owner of lot one, of section twenty-six, in township one hundred fifty-six, range forty-two and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly side thereof by the same line as above described as being the westerly line of that portion of the bed of Mud Lake assigned to the defendant Christian Larsen Ring, and bounded on the westerly side thereof by extending a line from that point where the north boundary line of said lot one crosses the meandered line to the center of the lake.

That the defendant Elizabeth Risberg is the owner of lots one, two, three and four of section twenty-three, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the easterly and southerly sides thereof by the same line as above described as forming the westerly line of that portion of the bed of Mud Lake assigned to the defendant Nels A. Fosen, and bounded on the northerly side thereof by extending a line from that point where the north line of said lot one crosses the meandered line to the center of the lake.

238 That the defendant Axel Nelson is the owner of lots one, two three and four, of section fourteen, in township one hundred fifty-six range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly side thereof by the same line as above described as forming the northerly line of that portion of the bed of Mud Lake assigned to the defendant Elisabeth Risberg, and bounded on the northerly and easterly sides thereof by extending a line from that point where the east line of said lot one crosses the meandered line to the center of the lake.

That the defendant Joseph Bayeson is the owner of lot one, of section thirteen, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly and westerly sides thereof by the same line as above described as forming the northerly and easterly line of that portion of the bed of Mud Lake assigned to the defendant Axel Nelson, and bounded on the northerly and easterly sides thereof by extending a line from that point where the northerly line of

said lot one crosses the meandered line to the center of the lake.

That the defendants, G. Vandertuuk, A. J. Prins and D. B. Bakke are the owners of lots two, three and four, of section twelve, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the southerly and westerly sides thereof by the same line as above described as forming the northerly and easterly line of that portion of Mud Lake assigned to the defendant Joseph Boyeson, and bounded on the easterly side thereof by extending a line from that point where the east line of said lot two crosses the meandered line to the center of the lake.

That the defendant Frank W. Erickson is the owner of lot one, of section twelve, in township one hundred fifty-six, range forty-two, and that portion of the bed of Mud Lake contiguous thereto, bounded on the westerly side thereof by the same line as above described as forming the easterly boundary line of that portion of the bed of Mud Lake assigned to the defendants G. Vandertuuk, A. J. Prins and D. B. Bakke, and bounded on the easterly side thereof by extending a line from that point where the east line of
239 said lot one crosses the meandered line to the center of the lake.

That George W. Walker, Esq., a duly qualified civil engineer and surveyor be, and he is hereby appointed and directed to proceed to the property involved herein, and establish by suitable monuments the boundary lines fixed and determined herein, and that he duly make his report to the court herein pursuant to law within sixty days from and after the 16th day of February, 1914.

That on the first day of May, 1914, the court will proceed to tax the costs in said matter and to fix and determine the attorney fees to be allowed in said matter and to confirm the report of the engineer above referred to.

Witness the Hon. Andrew Grindeland, Judge of said Court, at the City of Warren, in Marshall County, Minnesota, this 18th day of February, A. D. 1914.

A. C. SWANDBY
(SEAL) Clerk of District Court, Marshall County, Minnesota.

Answer filed in U. S. District Court Oct. 28, 1920.

240 Separate Answer of Frank W. Erickson.

United States District Court
District of Minnesota
Sixth Division.

No.....

The United States of America,
Plaintiff,

vs.

Holt State Bank, a corporation, Deposit Bank of Winona, a corporation, Federal Land Bank of St. Paul, a corporation, Advance Rumely Thresher Company, a corporation, Minnesota Masonic Home, Christian Burchland, Christian Larson Ring, Peter A. P. Sandstrom, Frank W. Erickson, Mary A. C. Buessman, Nels A. Fosen, Alva Luella Dale, Ludovic M. Larson, Alvina Silbaugh, Albert C. Jahr, Elizabeth Risber, Carl Surmo, Engebret S. Moe, John F. Tapper, Annie Rowberg, Reier Reierson, George Olson, Axel Nelson, Bernhard Larson, Knud O. Flakne, Margit Vaule, Olga C. Larson, Tine Wold, Joseph Boyesen, Thora Anderson, G. Howard Smith, N. Whirford, L. E. Gossman, D. B. Bakke, A. N. Eckstrom, Joseph Boyeson, Clarence Larson and Crookston State Bank, corporation,
Defendants.

In Equity.

To the Honorable, The Judges of the District Court of the United States for the District of Minnesota

Comes now the defendant Frank W. Erickson and for his separate answer to the Bill of Complaint filed herein alleges, as follows:

I.

Defendant denies each and every allegation and matter contained in said Bill of Complaint, except as is hereinafter admitted.

II.

Defendant admits the allegations set forth in paragraphs two, three and five of said Bill of Complant, except the

allegations in paragraph five that said drainage was completed in August, 1910, which is denied. Defendant alleges that said drainage was not completed until some time during the fall of 1911.

241 III.

Defendant expressly denies that Mud Lake shown on Exhibit "A" and "B" of said Complaint as a meandered lake was at the time of the said survey of 1892, a large marsh, swamp or overflowed land, and denies that said lake was improperly or erroneously meandered. On the other hand, defendant alleges that said Mud Lake at the time of the said survey in 1892 was a large lake of open water of an area of 4929.64 acres, and varying in depth from four to ten feet, and that said lake was navigable and capable of being put to public use such as boating, fishing, hunting and commercial purposes, and that said lake was regularly and properly meandered by the Government survey in accordance with the rules and instructions of the Department.

IV.

That during the year 1911, or some time prior thereto, the exact date now unknown, the defendant made homestead entry on the northwest quarter of the northeast quarter, the south half of the northeast quarter and lot one of section twelve in township one hundred Fifty six, north of range forty-two west of the fifth principal [merician] according to the official plat of the survey of the said lands returned to the General Land Office by the Surveyor General, which tract of land borders on said Mud Lake, and that said homestead entry was made in accordance with the provisions of the homestead laws of the United States of America, and that on the 21st of August, 1916, The United States Government duly issued its patent covering said premises to the said Frank W. Erickson, and that a copy of said patent together with the filing thereof is hereto attached, marked exhibit "F" and made a part hereof. That at the time of the making of the said homestead entry the said Mud Lake was in fact a navigable lake and continued to be such until drained by the construction of Judicial Ditch No. 11 referred to in paragraph five of the Bill of Complaint.

242 V.

That the defendant herein is now the owner of that portion of the bed of Mud Lake contiguous thereto and bounded

on the westerly side thereof by extending a line from that point where the west boundary line of said lot one crosses the meandered line to the center of the lake on the east side thereof by extending a line from that point where the east line of said lot one crossed the [meqndered] line to the center of the lake.

VI.

Defendant admits that the General Land Office made a survey of Mud Lake bottom during the year, 1913, as set forth in paragraph six of the said bill of complaint and admits that the General Land Office has attempted to open the same for homestead entries under the homestead laws as alleged in paragraph seven of said Bill of Complant but alleges that said survey was made without authority. That there were no public lands within said Mud Lake bottom at that time. and that the United States Government did not then and does not now own or have any interest in any land within said Mud Lake Bottom whatsoever, and that the lands described in paragraph seven of the Bill of Complaint are the lands owned by this answering defendant and the remaining defendants who are the riparian owners of the said Mud Lake. That the plaintiff has no estate, right, title or lien upon said lands, or any part thereof.

Wherefore, this defendant prays judgment that the Bill of Complaint be dismissed.

Dated March 1st, 1922.

A. N. ECKSTROM.
Attorney for Defendant.
Frank W. Erickson,
Warren, Minn.

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243 Exhibit "F".

Crookston 06495.

The United States of America.

To All to Whom These Presents Shall Come Greeting:

Whereas, a certificate of the Register of the Land Office at Crookston, Minnesota, has been deposited in the General Land Office, whereby it appears that pursuant to the Act of Congress May 20, 1862, "To secure Homesteads to Actual Settlers on the Public Domain" and the acts supplemental thereto, the claim of Frank W. Erickson has been established

and duly consummated in conformity to law, for the Northwest quarter of the northeast quarter, the south half of the northeast quarter, and the Lot one of Section twelve in Township one hundred fifty-six North of Range Forty-two West of the the fifth principal Meridian, Minnesota, containing one hundred forty-six and ninety hundredths acres according to the Official Plat of the survey of said land returned to the General Land Office by the Surveyor General.

Now, Know Ye, That [here] is heretofore granted by the United States unto the [siad] the said claimant the tract of land above described; To Have and to Hold the said tract of land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever. It being expressly understood that the conveyances hereby made is limited to land lying outside of the established meander line of Mud Lake.

In Testimony Whereof, I, Woodrow Wilson, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington, the twenty first day of August in the year of [out] Lord one thousand nine hundred and sixteen and of the Independence of the United [Ststes] the One hundred and forty-first.

By the President,

WOODROW WILSON,
By M. P. LE ROY, Secretary,
L. Q. C. LAMAR.
Recorder of the General Land Office.

(GENERAL LAND)
(OFFICE SEAL.)
Recorded Patent Number 543197.

Filed for record June 1st, 1918, at 4:00 P. M. in Book 49 of Deeds on page 276.

Answer filed in U. S. District Court March 8, 1922.

244 (Order setting cause for hearing.)

United States District Court, District of Minnesota,
Sixth Division.

November Term, 1921.

Equity Journal.

February 1st, 1922.

Present:—Honorable Page Morris, Judge.

• • •

The United States of America,
vs.
Holt State Bank, et al. } Equity No. 110.

On motion of Alfred Jaques, Esq., United States Attorney, it is by the Court

Ordered:—That the above entitled cause be placed upon the trial calendar of this Court for the present term thereof. And it is by the Court further

Ordered:—That the above entitled case be, and the same hereby is, set down for a trial before this Court at Minneapolis, Minnesota, at 9:30 o'clock A. M. on Wednesday, March 1st, 1922.

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245 (Trial, March 1, 1922.)

November Term, 1921.

Present:—Honorable Page Morris, Judge.

The above entitled cause having been set down for final hearing this day, William Anderson, Esq., Assistant United States Attorney, appears for the complainant, and Messrs. A. N. Eckstrom and Ole J. Vaule appear as solicitors for the defendants.

Mr. Anderson opens and states the cause to the Court on behalf of the complainant.

Albert Anderson, Jr., is called, is sworn, is examined and testifies as a witness on behalf of the complainant.

Chris Saastad is sworn, is examined and testifies as a witness on behalf of the complainant.

John Knutson is sworn, is examined and testifies as a witness on behalf of the complainant.

Jacob S. Gabrielson is sworn, is examined and testifies as a witness on behalf of the complainant.

Christ Norbeck is sworn, is examined and testifies as a witness on behalf of the complainant.

William J. LaBree is sworn, is examined and testifies as a witness on behalf of the complainant.

Michael Sorum is sworn, is examined and testifies as a witness on behalf of the complainant.

Tom Severson is sworn, is examined and testifies as a witness on behalf of the complainant.

Svenke J. Svenkeson is sworn, is examined and testifies as a witness on behalf of the complainant.

And the further [trisl] of [saod] cause is continued until ten o'clock A. M. of the following day.

A True Record.

Attest:—JOEL M. DICKEY, Clerk,
By L. A. LEVORSEN Deputy.

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246 (Trial, March 2, 1922.)

November Term, 1921.

Present:—Honorable Page Morris. Judge.

The above entitled cause coming on for further hearing this day pursuant to adjournment, the parties hereto appearing by their respective solicitors as on the preceding day, and the following proceedings are had:

Casper J. Dale is sworn, is examined and testifies as a witness on behalf of the complainant.

And here the complainant rests its case.

Mr. Eckstrom opens and states the case to the Court on behalf of the defendants.

Arne O. Fladeland is sworn, is examined and testifies as a witness on behalf of the defendants.

Milton O. Forder is sworn, is examined and testifies as a witness on behalf of the defendants.

George W. Walker is sworn, is examined and testifies as a witness on behalf of the defendants.

John P. Peterson is sworn, is examined and testifies as a witness on behalf of the defendants.

Ole H. Langlie is sworn, is examined and testifies as a witness on behalf of the defendants.

John F. Bordewich is sworn, is examined and testifies as a witness on behalf of the defendants.

Ingebret Moe is sworn, is examined and testifies as a witness on behalf of the defendants.

Edward Erickson is sworn, is examined and testifies as a witness on behalf of the defendants.

Ryer Rierson is sworn, is examined and testifies as a witness on behalf of the defendants.

Andrew M. Eckstrom is sworn, is examined and testifies as a witness on behalf of the defendants.

And here the defendants rest their case.

Complainant also again rests and the testimony is closed.

Said cause is argued to the Court by counsel for the respective parties, in part, and the further hearing of said cause is continued until ten o'clock A. M. of the following day.

A True Record.

Attest:—JOEL M. DICKEY, Clerk,
By L. A. LEVORSEN Deputy.

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247 (Trial, March 3, 1922; Counsel for defendants directed to prepare decree dismissing bill of complaint.)

November Term, 1921.

Present:—Honorable Page Morris, Judge.

The above entitled cause coming on for further hearing on this day pursuant to adjournment, the parties herein appearing by their respective solicitors as on the preceding day, and the following proceedings are had:

The argument of said cause to the Court by the solicitors for the respective parties is resumed and concluded, and said cause is submitted.

Whereupon, after due and mature consideration thereof the Court decided in favor of the defendants, and counsel are directed to prepare and submit a decree dismissing the bill of complaint herein.

A True Record.

Attest:—JOEL M. DICKEY, Clerk
By L. A. LEVORSEN, Deputy.

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248 (Decree, March 3, 1922.)

United States District Court
District of Minnesota
Sixth Division

The United States of America,
Plaintiff,

vs.

Holt State Bank, a corporation, Deposit Bank of Winona, a corporation, Federal Land Bank of St. Paul, a corporation, Advance Rumely Thresher Company, a corporation, Minnesota Masonic Home, Christian Burchland, Christian Larsen Ring, Peter A. P. Sandstrom, Frank W. Erickson, Mary A. C. Beussman, Nels A. Fosen, Alva Luella Dale, Ludovic M. Larson, Alvina Silbaugh, Albert C. Jahr, Elizabeth Risberg, Carl Surmo, Engebret S. Moe, John F. Tapper, Annie Rowberg, Reier Reierson, George Olson, Axel Nelson, Bernard Larson, Knud O. Flakne, Margit Vaule, Olga C. Larson, Tina Wold, Joseph Boyesen, Thora Anderson, G. Howard Smith, L. E. Gossman, D. B. Bakke, A. N. Eckstrom, Joseph Boyesen, Clarence Larson, and Crookston State Bank, a corporation,
Defendants.

At the November term of the District Court of the United States, for the District of Minnesota, Sixth Division, held in

the United States Court Room, in the City of Minneapolis, on the 1st. 2nd and 3rd days of March, 1922.

Present, The Honorable Page Morris, District Judge:

This cause came on to be heard at the November term ot said court, in the year 1921, upon Bill of Complaint and answers of the respective defendants, and after the proofs of the respective parties hereto were duly taken, the same were argued by counsel; and thereupon, upon consideration thereof, the Court finds that Mud Lake, before it was drained, was a navigable lake, and that the respective owners of the subdivisions of the lands abutting thereon,
249 as shown by the Government plats thereof, on file in the General Land Office, are the owners of the land which was formerly the bed of said lake in front of said subdivisions, and extending to the center of the lake, and thereupon,

It Is Ordered, Adjudged and Decreed, that the Bill of Complaint herein be dismissed.

By the Court,
PAGE MORRIS,
Judge.

Decree filed and entered in U. S. District Court March 3, 1922.

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250 (Petition for Appeal and allowance thereof.)

The above entitled Plaintiff conceiving itself aggrieved by the decree made and entered on the 3rd day of March, 1922, in the above entitled cause does hereby appeal from said Order and Decree to the United States Circuit Court of Appeals for the Eighth Circuit for the reason specified in the Assignment of Error, which is filed herewith, and he prays that this appeal may be allowed and that a transcript of the record, proceedings and papers upon which said order was made duly authenticated may be sent to the United States Circuit Court of Appeals for the Eighth Circuit.

LAFAYETTE FRENCH, JR.
U. S. Attorney and Attorney for Plaintiff.

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251 Appeal allowed as demanded in the foregoing petition

and the United States of America being Plaintiff and Appellant no appeal bond or security is required.

PAGE MORRIS,
District Judge.

Filed in U. S. District Court August 24, 1922.

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252 (Assignment of Errors.)

Now comes the Plaintiff in the above entitled cause in connection with its petition for appeal herein to the Circuit Court of Appeals for the Eighth Circuit, and files this its Assignment of Errors:

I.

The Court erred in holding that the Plaintiff had no estate or interest whatever in or to the lands involved in this cause.

II.

The court erred in holding that the legal title to the lands involved in this cause was not vested in the United States of America.

III.

The Court erred in holding that the limitation in the patents were of no effect as the government was not interested in the bed of the lake.

IV.

The Court erred in holding that the government in behalf of the Chippewa Indians on the Act of Congress of January 14th, 1889, 25 Statutes at Large 642, commonly called the Nelson Act, had no interest in the lands involved in this cause.

V.

The Court erred in holding that Mud Lake at the time of the original survey was such a body of water that was properly meandered.

VI.

The Court erred in dismissing the Bill of Complaint.

Wherefore, Appellant prays that said decree and judg-

ment may be reversed and that Appellant have an adjudication and judgment and decree in its favor as herein specified and as in its said Bill of Complaint prayed.

LAFAYETTE FRENCH, JR.
U. S. Attorney and Attorney for Appellant.

Filed in U. S. District Court August 24, 1922.

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254 Praecipe for Transcript and Election as to Printing.

To Joel M. Dickey, Clerk of Said Court:

In the above-entitled cause please make and forward to the Clerk of the United States Circuit Court of Appeals, Eighth Circuit, at St. Louis, Missouri, as and for a transcript of the record on the appeal to said Circuit Court of Appeals, copies of all the papers and records on file in this action.

The plaintiff herein files this, its notice of election, to take and file said transcript in said Circuit Court of Appeals, and that the same be printed under the supervision of the Clerk of said Circuit Court of Appeals, under its rules.

Dated August 22, 1922.

LAFAYETTE FRENCH, JR.
U. S. Attorney and Attorney for Plaintiff.

Filed in U. S. District Court August 24, 1922.

256

Citation

United States District Court
District of Minnesota
Sixth Division

No. 110 Eq.

The United States of America,
Plaintiff,

vs.

Holt State Bank, a corporation, Deposit Bank of Winona, a corporation, Federal Land Bank of St. Paul, a corporation, Advance Rumely Thresher Company, a corporation, Minnesota Masonic Home, Christian Burchland, Christian Larsen Ring, Peter A. P. Sandstrom, Frank W. Erickson, Mary A. C. Beussman, Nels A. Fosen, Alva Luella Dale, Ludovic M. Larson, Alvina Silbaugh, Albert C. Jahr, Elizabeth Risberg, Carl Surmo, Engebret S. Moe, John F. Tapper, Annie Rowberg, Reier Reierson, George Olson, Axel Nelson, Bernard Larson, Knud O. Flakne, Margit Vaule, Olga C. Larson, Tine Wold, Joseph Boyesen, Thora Anderson, G. Howard Smith, L. E. Gossman, D. B. Bakke, A. N. Eckstrom, Clarence Larson, and Crookston State Bank, a corporation,
Defendants.

To Holt State Bank, a corporation. Deposit Bank of Winona, a corporation, Federal Land Bank of St. Paul, a corporation, Advance Rumely Thresher Company, a corporation, Minnesota Masonic Home, Christian Burchland, Christian Larsen Ring, Peter A. P. Sandstrom, Frank W. Erickson, Mary A. C. Buessman, Nels A. Fosen, Alva Luella Dale, Ludovic M. Larson, Alvina Silbaugh, Albert C. Jahr, Elizabeth Risberg, Carl Surmo, Engebret S. Moe, John F. Tapper, Annie Rowberg, Reier Reierson, George Olson, Axel Nelson, Bernard Larson, Knud O. Flakne, Margit Vaule, Olga C. Larson, Tine Wold, Joseph Boyesen, Thora Anderson, G. Howard Smith, L. E. Gossman, D. B. Bakke, A. N. Eckstrom, Joseph Boyesen, Clarence Larson and Crookston State Bank, a corporation, Defendants above named.

You are hereby cited and admonished to be and appear in the United States Circuit Court of Appeals for the Eighth Circuit of the United States, at the city of St. Louis, Missouri, sixty days from and after the date this citation bears date, pursuant to an order allowing an appeal filed in the office of the Clerk of the United States District Court, District of Minnesota, Sixth Division, wherein the United States of America is plaintiff in error, and the above named defendants are defendants in error, to show cause, if any there be, why the order and decree dismissing said action should not be corrected, and why speedy justice should not be done the parties in that behalf.

Witness, the Honorable Page Morris, Judge of the United States District Court, this 12th day of August, 1922.

PAGE MORRIS,
District Judge.

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257 I hereby admit service of copy of Citation in the case of United States of America against Holt State Bank, et al.

W. E. ROWE
Attorney for K. O. Flakne,
Defendant.

Dated August 23rd, 1922.

I hereby admit service of copy of Citation in the case of United States of America against Holt State Bank, et al.

OLE J. VAULE & WM. P. MURPHY
[Attorney] for Defendant Margit Vaule

Dated August 24th, 1922.

I hereby admit service of copy of Citation in the case of United States of America against Holt State Bank, et al.

A. N. ECKSTRROM
Attorney for Answering defts except Margit Vaule and K. O. Flakne

Dated August 24th, 1922.

Endorsed: Filed in the District Court on Aug. 26, 1922.

259 Transcript of testimony.

(Filed in U. S. District Court on Sept. 26, 1922.)

No. 110 Equity

United States District Court
District of Minnesota
Sixth Division

The United States of America, Plaintiff
vs.
Holt State Bank, et al, Defendants

Before

Hon. Page Morris, Judge

Appearances:

William Anderson, Esq., Asst. U. S. Attorney, Attorney for the Government,

Messrs A. N. Eckstrom and Ole J. Vaule, Attorneys for the Defendants.

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262 The above-entitled matter came on for trial at a regular term of the above named court, at the Federal Building, City of Minneapolis, State and District of Minnesota, on the 1st day of March, 1922, before the Honorable Page Morris, Judge, presiding; William Anderson, Esq., Assistant United States Attorney, appeared for and on behalf of the Government, and Messrs A. N. Eckstrom and Ole J. Vaule, appeared for and on behalf of the Defendants.

Whereupon the following proceedings were had, to-wit:

263 ALBERT SMITH, JR., Called as a witness on behalf of the Government, being first duly sworn, testified as follows:

Direct Examination

By Mr. Anderson:

Q. Mr. Smith, you are in the employ of the Government?
A. Yes, sir, General Land Office.

Q. What particular capacity?

Mr. Eckstrom: What?

The Court: In the General Land Office of the United States?

The Witness: Yes, sir.

Q. In what particular capacity?
A. United States cadastral engineer.

Q. What is a cadastral engineer?
A. Well, it might be called a technical name for surveyor.

Q. How long have you been so employed?
A. I have been employed by the General Land Office since 1910.

Q. What does your education consist of to qualify you for that office?
A. I have had a common school education and then training under supervisors and engineers in the west. My office was largely tutorage.

Q. Have you been sent out by the land office in recent years in charge of various surveying assignments for the land office? A. Yes, sir.

Q. Now, can you produce the original plat or survey made of Township 156, north, Range 42 West and Township 156, Range 41, West of the Fifth Principal Meridian of the State of Minnesota, which is in the County of Marshall.
A. Yes, sir.

264 Q. Will you do that, please.
A. (Witness leaves stand and produces same.)

The Court: You mean the original land office plat?

Mr. Anderson: Yes. Mr. Vaule informs me they will admit these plats.

The Court: Have them marked and then they can be admitted.

(Plats marked for the purpose of identification as Government's Exhibits A and B.)

Mr. Anderson: Counsel admits Exhibits A and B as being the correct certified copies of the plats made by the Government survey in 1893, regarding the land involved, as set out in the complaint.

Q. Now, you made a survey of these townships that are shown by these plats, Exhibits A and B, as having been meandered, and made a survey of that meandered body of land, did you, subsequently to your entry in the Government service, 1910? A. No, sir, I didn't make that survey.

Q. It was made by the office, however, was it?
A. That is the record, as I understand it.

The Court: You mean that a survey was made of the land along the water of what is marked as Mud Lake on these plats that you have offered?

Mr. Anderson: Yes.

(Plats marked for the purpose of identification as Government's Exhibits C and D.)

Mr. Anderson: You admit that these are the certified
265 copies of the supplemental plat on file in the General Land Office, made by the General Land Office, covering the land that was formerly shown by the meandered line in Exhibits A and B.

Mr. Eckstrom: Yes, and they are objected to on the ground that they are immaterial and irrelevant so far as the issues in this case.

The Court: But you do not object to the competency?

Mr. Eckstrom: No.

The Court: We will receive it and we will find out whether it is material, or not.

Q. When did you first visit this land designated, in your official capacity?
A. I made a visit to Marshall County and to Mud Lake in October, 1919.

The Court: That is a little over two years ago, is that right?

The Witness: Yes.

Q. What did you do there on that occasion?
A. I went up and identified the original surveys, the old corner monuments around the meandered area and made an examination of the position on the ground of the old meandered line, but that is where it was on the ground, and also made an examination of the lake bed and the country immediately surrounding the area designated on the old plat as Mud Lake.

The Court: You mean by the lake bed, is that part of the territory embraced within the meandered line?

The Witness: Yes, sir.

266 Q. What did you find the condition of the former shore line, the bed, to be?

A. Well, I found the shore line along the west and the north and the south sides to be fairly well defined by a small bank, ranging from one to two feet high. The east side of this meandered area contained no shore line; it wasn't possible to notice any [escapement], or bank whatsoever.

Q. That was the [ease] side of the bed, as I understand it. What did you find the condition to be as to whether there was any growth there of any kind, when you were there?

A. Well, there was a small amount of willow-bed and cottonwood trees within the meandered [are], probably about two or three years old. It was of more of a brush than trees.

Q. Did you examine the soil that was formerly in this meandered area, so you can tell us what kind of [soild] you found there?

A. Yes, sir, I examined the soil and found it was largely of a peat.

Q. Will you say that was true of the entire bog, so far as you know? A. Yes, sir far as I know, it is.

Q. You didn't find anything else that you remember of, is that what you mean by your answer?

A. Yes, sir, it was largely of peat, a kind of a muggy [soild]—possibly what might be called a muggy soil.

Q. Now, what did you find as to a ditch running into this lake bed at the time you went there?

A. I found a ditch had been constructed in a general way east—west direction across the meandered [are].

267 The Court: About what size was that ditch?

The Witness: It was seven or eight feet deep.

The Court: And how wide?

The Witness: I would say it was fifteen or sixteen feet, according to the way I remember it now.

The Court: Haw many feet deep did you say?

A. I think it varied—of course, the course of the lake at the time, as I recall, it wasn't to exceed eight feet.

The Court: You mean eight feet below the surface, running into the meandered area?

The Witness: Yes, sir.

The Court: And of course, varying according to the surface varying, is that correct?

The Witness: Yes, and according to the grade of the ditch.

Q. Did this ditch run through the bottom, what was formerly the bottom?
A. Yes, sir, it crossed the meandered [are] in a general east and west direction.

The Court: About what part of it?

The Witness: It entered at the southeast corner of the meandered [are] and in a general direction northeast to the south center and then in a general easterly direction to the east side of the meandered line.

The Court: You say southeast?

The Witness: Southwest.

The Court: It entered southwest and then a little northeast through about the middle of this meandered
268 [are] and went out the meandered [are] in what direction?

The Witness: In a westerly direction to the east side.

The Court: Or putting it the other way, it entered the east side?

The Witness: Yes.

The Court: Which way did that ditch slope?

The Witness: It sloped west.

The Court: Then we will put it the other way. It entered the east side and went out the west side.

Q. Now, did you make any drawing, or any plat of any kind while you were there to show the various depths of this meandered area? A. Yes, sir.

Q. Have you that here? A. I have.

Q. Will you produce it? (Witness produces same.)

(Plat marked for the purpose of identification as Government's Exhibit E.)

Q. Mr. Smith, showing you Government's Exhibit E, is that the drawing that you made on the ground at the time you were working there?

A. Yes, sir, this is the diagram that I prepared after I made my visit to Mud Lake.

Q. What does Exhibit E show?

A. It shows the position of the 1892 survey.

The Court: That is the original Government plat, you mean?

The Witness: Yes, sir, this is a drawing representing the old surveys and outside of the meandered line.

269 Q. This apparently meandered portion, that shows the 1892 survey?

A. Yes, the heavy dark line marked "Reestablished meander line of Mud Lake is the line that had been reestablished.

Q. The red line running across that meander line, that is the ditch that you speak of? A. No, sir, it isn't.

Q. What is the red line?

A. The red line is the position of the line of the level, a line that I ran across the bottom here.

The Court: AA is another one?

The Witness: Yes, sir.

The Court: They are lines along which you took the depths, I suppose?

The Witness: Yes, sir, to show the depth of the ground.

Q. Is your drainage ditch shown on that? A. Yes.

Q. The place marked drainage ditch, that is the depth as you found it, is it? A. Yes, sir.

Q. Now, below this [meander] portion you have the profile of the meandered portion, have you? A. Yes sir.

Q. That is, as you found it at that time? A. Yes, sir, it is.

Q. And that profile shows the deepest portion of this meander line—within the meander line to be what?

A. It shows that this area could have contained about four feet of water when it was full.

The Court: Average about that?

The Witness: That would be possibly in the lowest portion

of it. There is other places where it would be considerably less than that.

Q. Your ditch is shown on the profile there by that
270 drop somewhere near the center of the profile, is that correct? A. Yes, sir.

Mr. Anderson: I offer this in evidence.

Mr. Eckstrom: No objection.

The Court: You started at the meander line to make those profiles, is that right?

The Witness: I started slightly back the meander line—that is, back of the meander line so as to show the elevation.

The Court: Those elevations are taken along the line CC and AA and marked in red on the plat?

The Witness: Yes, sir.

Q. Now, you started at the meander line to check those elevations or depths?
A. No, sir, I started a short ways back of the old meander line.

The Court: How much back?

The Witness: This [scaled] in horizontal is one inch equal to 1320 feet. This position, A-A here means that I got back possibly a thousand feet from the old meander line.

The Court: And the other one the same way?

The Witness: Yes, a slight difference. I started on the north side of the lake.

The Court: How about the south side?

The Witness: Possibly I would say about seven or eight hundred feet.

The Court: And then the east and west line—your cross-section extends about how far beyond the meander line on either end?

The Witness: On the east side it would be about equal of a mile.

271 The Court: And on the west side?

The Witness: It would be about half that.

Cross-Examination

By Mr. Vaule:

Q. I understood you to say that the lake when full, what was it, four feet deep? A. Yes, sir.

Q. Isn't this map here drawn one inch to six feet? A. Yes.

Q. Well, isn't the upper lines here to indicate the surface of the water, where the water might have been—the water might have been at the top line here, might it not? A. No.

Q. Is there anything here to indicate where the water level could have been—what indicates the [short] at the meander line?
A. The right arrow here, "W. C. M. C. Sections 16 and 21," that is the position of the old meander line.

Q. That means that the meander line, it was in the natural lake for some distance, to the east there?
A. Not necessarily.

Q. The shore of the lake was some distance east of that, wasn't it—that is east, isn't it? A. Yes, that is east.

The Court: Get at it in another way. Does that red line and those lines C-C below there, that cross-section below there, does that red line indicate where the bottom of the lake would have been when it was fairly full?

The Witness: No, sir, the red line indicates the actual position of the ground.

The Court: Which is the bottom of the lake if there was water there at one time?

The Witness: Yes.

272 The Court: That indicates, then, the bottom of the lake and when it was full, it would be extended to that point there where the red line extends?

The Witness: It would extend from the position of the meander across the area to the opposite meander corner.

The Court: When it was full?

The Witness: Yes.

The Court: That indicates that the shore line is a good deal higher here on the west side than it is [ofer] there, doesn't it?

The Witness: Yes.

Q. Wasn't the short line out east here—farther east than the meander line at this point—isn't this red line—isn't this the intersection of the dark red line and the black line the natural short? A. It isn't.

Q. This on the west would be the natural shore? A. Yes.

The Court: Wouldn't the water raise on the same level at both ends?

The Witness: That fact is probably due to the fact that the drainage has been from the east and the water runs to the west, and in filling up, would fill up a bigger ditch on the west side. The escapement only shows on the west, the north and south sides.

The Court: That shows the depth of the escapement then on the west side?

273 The Witness: Yes, sir, that is probably above—slightly above the ordinary high water mark.

Q. About what line would the water fill here on the profile when the lake was full?

A. It would fill at the elevation of the meander line on the east side of the lake, extending on a level across the lake, which would be possibly a foot below the ordinary escapement on the west side.

Q. Each space here represents a foot? A. Yes, sir.

Q. It does seem to me that before the water would run over the banks of the shores, it would get to the depth of five feet in case of high water, wouldn't it?

A. In that case both meander lines would be under water.

Q. Then the lake might get to a depth of five feet, wouldn't it?

The Court: But wouldn't this west corner on the west meander line, it would be five feet under water, without that being under water, wouldn't it?

The Witness: I don't know that, sir.

The Court: It would be five feet deep here on the west side without that meander line being under water, wouldn't it?

The Witness: Five feet, just about.

The Court: About four and a half feet?

The Witness: Yes, sir, or five feet.

The Court: On the east side the meander line would be under water when the water reached two and a half feet about, isn't that so?

The Witness: Of course, that varies across the bottom,
274 because it isn't all the same elevation. It would possbly be on a forty-five foot contour.

The Court: Well, starting from the forty-five foot contour —starting from that, the water before it could get over the meander line would be about four and a half feet on the west side here and two and a half feet on the east side?

The Witness: Three and a half feet.

The Court: Yes, three and a half feet. It would be three and a half feet on the east side there?

The Witness: Yes, sir.

The Court: When it got up to that, it would reach the height of the meander line?

The Witness: That is it.

Q. Now, in case of high water, the depth of the water might extend, would extend beyond the meander line and still be contained in the basin.

Mr. Anderson: What is that?

The Court: Might not the water go higher than the meander line?

The Witness: It is possible for the whole country to be flooded.

Q. Were there not other banks or something like banks a little further back of the meander line of the regular shore line? A. Not that I saw.

By Mr. Eckstrom:

Q. You testified with reference to peat soil. Did I
275 understand you to say that the bottom of the lake was peat? A. It appeared a peat condition.

Q. Were you on the south side of the ditch that runs through the lake? A. Yes, sir.

Q. What was the condition of the soil there?
A. It was largely the same.

Q. May I refresh your memory—wasn't the soil in this

lake bed that you took a cross-section of—wasn't that sandy and gravel?

A. I recall seeing some gravel around the shore—I don't recall seeing any gravel inside of the bed.

Q. But you were down there at the southwest corner of the lake—didn't you find a well defined sand beach down there?

A. I found a small escapement around the west side, yes, sir.

Q. Now, did you follow the west and the north shores?

A. Yes, sir.

Q. Did you find any peat soil on the lake, on the bottom of the lake around there?

A. On the shores inside of the bed?

Q. Inside of the bed?

A. As I recall, it was of a peat condition, a muggy soil.

Q. Did you dig down to determine the depth?

The Court: The depth of what?

Q. Of the peat soil? A. I scratched it in several places.

Q. How deep did you find it?

A. Well, that is about what I found was muggy.

Q. You found it to be muggy? A. Yes, sir, the peat.

The Court: Did you go under the mug to find out what was under that?

276 The Witness: I did not.

(Witness excused.)

(Plats marked for the purpose of identification as Government's Exhibits F to Y inclusive.)

Mr. Anderson: If Your Honor please, I desire to offer Government's Exhibits F, G, H, I, J, K, L, M, N, O, P, Q, R, S, S-1, T, U, V, W, X and Y in evidence, which are the exemplified copies of papers relating to the homestead application and the record of the patent issued to the land abutting the meander line, and as shown by the plat of 1892.

Mr. Eckstrom: Your Honor, not to waste any time, we assume that these are all right, of course. We will just let them be admitted for the present and after we have had an

opportunity to examine them later on and if we then find any ground for an objection, we will make it at that time.

The Court: You can reserve your objection until you have a chance to examine them. They will be received and you can subsequently make any objection you may have.

(Plats marked Government's Exhibits Z, A-1, A-2, A-3 and A-4.)

Mr. Anderson: I offer an exemplified copy of the record of the land office which is the circular of March 27, 1896, relative to the settlement and entry of the land in Red Lake Reservation, and the land which was surrounding the meander line of the land involved in this case; also Exhibit A-1, which is an office circular of the General
277 Land Office, an exemplified copy relative to the settlement and entry of this same land. Government's Exhibit A-2, which is an office circular of the General Land Office relative to the same land and the entry, and the Exhibit A-3, which is an exemplified copy of a letter written by the Commissioner of the Land Office to the Registrar Receiver and dated Crookston, Minnesota, relative to the lands which were in the meandered area.

The Court: What is the date of that letter?

Mr. Anderson: 1912, July 24th, and the Exhibit A-4, which is an exemplified copy of the office circular of the Land Department, relative to the lands involved here and other lands as well.

Mr. Eckstrom: Your Honor, may we reserve our objections to these different exhibits until we have had an opportunity to go over them.

The Court: Yes, certainly.

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278 CHRIS SAASTAD, Called as a witness on behalf of the Government, being first duly sworn, testified as follows:

Direct Examination

By Mr. Anderson:

Q. Your name is Chris Saastad? A. Yes, sir.

Q. You live at Holt, Minnesota, at the present time, do you? A. Yes.

Q. How long have you lived at Holt?
A. Oh, I have lived there since 1893; I have a farm there.

Q. Holt is your postoffice address? A. Holt, yes.

Q. How far out of Holt do you live, how far from the village? A. Now, I live a little over—a mile from Holt.

Q. When you settled there in 1893, how far from Holt did you live? A. Before I settled there?

Q. When you settled there in 1893, where did you settle?
A. I bought this land there.

Q. Do you know this Mud Lake? A. Oh, yes.

Q. How far from Mud Lake did you settle in 1893?
A. I think about ten miles from there.

Q. Did you buy land about ten miles from Mud Lake?
A. Yes, in 1893, yes.

Q. That is when you first went there, 1893, in that country? A. Yes.

Q. When did you first see Mud Lake?
A. I crossed Mud Lake in 1892.

Q. How did you cross it? A. I crossed it in a boat.

Q. What kind of a boat?
A. It was a small boat, with a flat bottom.

279 Q. How did you get across, did you row, or what?
A. We rowed on places and poled across and so on.

Q. You poled and rowed in some places? A. Yes.

Q. Where you poled why did you pole, if you remember?
A. It was shallow water around places there.

Q. So you couldn't handle your oars?
A. We struck the bottom with our oars when we rowed—there is a kind of a bar over there where we had to pole the boat across.

Q. Did you get out of the boat?
A. Yes, we got out of the boat.

Q. What month of the year was that, if you you remember? A. Well, I think that was the last part of June.

Q. Did you see Mud Lake every year from then on?
A. Pretty near, I guess.

Q. Pretty near every year? A. Yes.

Q. Did you see it at any time when you couldn't get a boat across it? A. Oh, yes.

Q. When would you say the first year that that was true? A. The first I remember was in 1900.

Q. What was the condition of the lake in 1900?
A. It was almost all dry.

Q. Did you go over there at that time to the lake?
A. I hauled hay from there that was cut in 1900.

Q. You had cut hay on what was the bottom?
A. I bought hay there that was cut in 1900.

Q. You bought hay that was cut on the bottom of the lake in the year 1900? A. Yes, sir.

280 Q. Did you drive down there?
A. I drove there in the winter time, yes.

Q. And hauled your hay away? A. I hauled the hay away.

Q. Was is stacked up in what was formerly the lake?
A. It was stacked up in the bottom of the lake.

Q. Do you know whether or not there was much hay cut on the bottom of the lake that year?
A. It was cut, a lot of hay—pretty near all the hay in the country there at that time; I don't know just exactly how much there was cut in the bottom of the lake, but it was so dry that I seen that there wasn't hardly hay to get any other place.

Q. Well, now, when Mud Lake was full of water, what was the condition of the surrounding country around there?
A. It was all swampy—on the east side and you couldn't tell any difference between the lake and the swamp.

Q. On the east side? A. On the east side.

Q. And that was true for some distance, was it? A. Yes.

Q. Well, now, what was the condition of this co-called Mud [Laken] after 1900—did it fill up again?
A. Oh, yes, it filled up again.

Q. Did you go on it after that? A. Oh, yes.

Q. With a boat? A. Oh, yes.

Q. Did you row across or [poll] across? A. Both ways.

Q. What is there, woods and rushes in the lake?

A. There is lots of cambric and there was some kind of grass there—it grew up and kind of floated on the water, so when you looked out on the water on some places you couldn't see anything else but grass—it floated up
281 on the water.

Q. Did you ever do any fishing in the lake there?
A. I fished in the river.

Q. What about Mud Lake—did you ever do any fishing in the lake?
A. The fish used to come up in the spring and in the river—, east of the lake there, when the water was high.

Q. What about this body of water we call Mud Lake, did you ever do any fishing in that, or see anyone do any fishing in there?
A. When the water was so high, the fish ran into the swamps and all over.

Q. They came from Thief River, did they?
A. Yes, they went out there in the fall; there was no fish there in the winter time.

Q. No fish in the lake? A. No.

Q. Do you remember when they built this ditch into the lake? A. I took up a homestead in there.

Q. In that bottom? A. No, east of the lake.

Q. How far from the lake?
A. I think about a half a mile east of the lake.

Q. When did you take up your homestead a half a mile from the lake? A. In 1902.

Q. How long did you remain on that homestead?
A. I proved up in 1907.

Q. So you were there practically all the time from 1902 to 1907, is that right?
A. Yes, I lived there with my family for three years and then the other two years I was there a good deal of the time, too.

282 Q. What would you say as to the part of the time while you were there from 1902 to 1907, as to the water in this Mud Lake drying up?
A. There was times there I couldn't get out with the boat.

Q. It was so dry? A. Yes.

Q. Then there was times when the whole country was flooded, is that right?
A. It was times there the whole country was flooded so you couldn't tell anything where the lake was, or anything —you could go with a [boath] all over.

Q. Have you been in that bottom lately? A. Yes.

Q. Do you know what kind of a soil there is on the bottom there?
A. Well, on the east side—well, I saw the soil about in the middle of the lake bed—it looked to me as if it is burned peat, or something.

Q. You say burned peat? A. It looks that way to me.

Q. What about the surrounding country there—is it peat in around there more or less? A. Yes, almost all peat in there.

Q. Are there sections or places where the peat has been burned?
A. Oh, yes, lots of places where the peat is burned off, just as deep as the lake out in the swamp there.

Q. Where that peat has been burned, it would leave a hole as deep as the lake? A. Yes.

Cross-Examination

By Mr. Eckstrom:

Q. Mr. Saastad, when did you first see the lake?
A. I seen that in 1892.

Q. 1892? A. Yes.

283 Q. How did you get up there, then?
A. I got up in the boat in the river and rowed up there.

Q. You went up Thief River? A. Yes, sir.

Q. And then you went into Mud River? A. Yes.

Q. And then from Mud River you went into Mud Lake?
A. Yes.

Q. Did you go any farther up there?
A. We went up those rivers east of the lake, too.

Q. Which one did you take? A. Which one of the rivers?

Q. Yes. A. I took the north one.

Q. That is called what—Mud River? A. I think so.

Q. You had a farm right along Mud River there at one time, didn't you? A. Yes, that is where I had my homestead.

Q. Is that the one you referred to when you said you took a homestead east of there? A. Yes, sure.

Q. Where does this Mud River that runs past your place, where does that come from? A. That comes from the east.

Q. Do you know how far east it goes?
A. It goes pretty far, I guess—I know it went so far as Grygla.

Q. You know they went by boat up as far as Grygla?
A. Yes.

Q. Now, there is another river that runs into this lake, isn't there, besides Mud River?
A. There is another little river, yes.

Q. Do you remember the name of that one?
A. I never heard any name of it.

Q. And the only outlet to Mud Lake was Mud River, wasn't it?
A. Yes, when the water was high, the water ran over the banks into the swamps there.

284 Q. But I am just talking now about the river. The only outlet was this Mud creek up there at the northwest corner of the lake, that is true, isn't it? A. Yes.

Q. And the year that you came up there, the first time, was in June, is that right? A. Well, I think so.

Q. Now, was there water in the lake at that time?
A. Oh, yes, it was water in the lake.

Q. Now, how big was Mud Lake?
A. I couldn't tell how big it was.

Q. Well, it was a large open body of water, wasn't it?
A. Well, it was——

Q. Answer my question. A. Yes, [sur], it was.

Q. When the wind would blow from the east, big waves, just the same as in the lake?
A. Oh, yes, it was waves there.

Q. When you talk about cambric, [was] were these cambrics located?

A. Lots of cambric located in the outlet of the river there.

Q. And they would extend how far out into the lake?
A. Well, it was places they went away out in the lake.

Q. Well, how far out?
A. Oh, it was places there it went, anyway, a half a mile into the lake.

Q. That is over there at the northeast corner?
A. Yes, there is a place there on the east side, too.

Q. And on the east side, whereabouts would that be?

The Court: I thought you were talking about the east side of the lake now. You just said about the outlet of Mud River going into the lake. Is that what you are talking about, this cambric extending for a half a mile?

285 The Witness: It was lots of cambric extending on the west side, and there was lots of cambric on the north side and on the east side again there was lots of cambric.

Q. They were along the shores, weren't they?
A. It was a good deal of cambric out in the lake, too, on places.

Q. Whereabouts, in the center of the lake?
A. There wasn't much in the center of the lake. I used to go on the north side of the lake there most of the time.

Q. Your travel when you went in there, as I understand it, is that from—Mud Lake coming from the east and strikes the lake at the northeast corner? A. Yes.

Q. Then where Mud River goes out again into Thief River, that is up at the Northwest corner of the lake?
A. Yes.

Q. So that in your travels you had no occasion to go into the lake different—you hugged the north shore, is that correct? A. Yes, that was the deepest place.

Q. That is where you encountered your cambric, was up there along the north shore?
A. Well, I was on the east side—on the east side there was cambrics, the southeast corner of the lake.

Q. Now, then, how [aas] it along the west side of the lake?
A. Well, I don't think there was so much cambric there.

Q. Was there any weeds of any kind on there?
A. It was some sand bars up there—they didn't grow any weeds on them.

Q. Now, then, south of the ditch where it cut through the lake, have you ever been down there? A. Yes, sir.

286 Q. Have you ever been down there past King's place and Berglund's place, and all those down in there?
A. Yes.

Q. What kind of a shore line did you find down there?
A. Well, I aint much acquainted around there—I think it was some cambric in there.

Q. Are you sure, now? A. Well, I say I think so.

Q. Were you [dwon] there after the lake was tapped?
A. Yes.

Q. Did you walk over the bed of the lake at that time?
A. After it was burned?

Q. After it was tapped, yes.
A. I drove across there many times.

Q. What was the soil of the bed of the lake as you found it?
A. Oh, it was across where the ditch—it looked to me it was clear in the bottom of the ditch there.

Q. And south of the ditch what was it?
A. I never dug any farther.

Q. Didn't they have a sandy beach all along the southwest side there?
A. I think it was some kind of a clay bottom there—I am [note] sure.

Q. Wasn't there a lot of gravel all on the south half of the lake?
A. I know there was gravel in the middle of the lake, right before the land—high land there.

Q. How big a stretch?
A. Oh, I think three or four acres in there.

Q. What was the soil on the north side of the lake?
A. It was more dry there—kind a bits of dry soil there.

Q. Clay mud? A. It looked like peat.

287 Q. Did you ever try to walk in that after the lake was burned, while it was wet? A. No.

Q. You never tried that? A. No.

Q. Did you ever see any boats on that lake besides your own? A. Yes, we used to come up there.

Q. Did you ever see any gasoline boats running around up there?
A. I don't remember I seen any gasoline boats there.

Q. Do you remember when the surveyors were up there, the year before the drainage was put in—did you ever see any of them around there?
A. I never was there at that time.

Q. When did you leave up these? A. I left there in 1907.

Q. You don't know much about the lake since 1907?
A. No, not much.

Q. Now, then, the year that you cut hay, you say was in 1900? A. Yes.

Q. You cut hay in the bottom of the lake?
A. No, I didn't cut there.

Q. Where was this hay cut?
A. It was cut just east of the lake there.

Q. It was cut east of the lake?
A. Not east of the lake, but on the east side of the lake.

Q. Where you claim it was hard to discover where the lake began? A. Yes.

Q. And the swamp there?
A. It was a big nice hay meadow there.

Q. On the east side of the lake there is a swamp that runs into the lake?
A. It was right in the bottom of the lake, you understand.

Q. Do you know where the meander lines were over there on the east side? A. No.

288 Q. You don't know whether this hay that you cut there was on the east side of that meander line, or on the west side? A. I know that.

Q. Where was it?
A. It was right in the bottom of the lake there.

Q. It was right in the bottom of the lake?
A. Yes, and my cows used to go down there and pasture in the lake there.

Q. Now, how far in the lake was this?
A. I think between eighty rods and a half mile.

Q. How much of the lake was covered by water at that time?

A. Well, there was places it was dry and some water standing here and there.

Q. Well, in the center of the lake it was all one continuous body of water, was it not? A. No.

Q. Where was it dry? A. Well, it was generally dry there.

Q. Dry in the center of the lake?
A. It was more water on the north side than there was in the middle of the lake there.

Q. Well, where were the dry places, how big a place in the center of the lake was dry?
A. No—there was an island, it was dry.

Q. There was an island in there, is that what you have reference to as dry land? A. I mean all around dry land.

Q. There was some sand bars that ran up to the island, wasn't there? A. Yes.

Q. Is that what you mean was dry?
A. There was a big part of the lake that was dry.

Q. Did you ever see the lake after that as dry as that?
A. After what?

289 Q. After 1900? A. Oh, yes.

Q. What year was it as dry as it was in 1900?
A. I never seen it so dry as in 1900.

Q. Now, then, in the fall of the year Mud Lake was a great hunting ground, was it not? A. Yes.

Q. There was hunters from everywhere came up there?
A. Yes.

Q. They used boats in going around there?
A. They used to come on the islands.

Q. And the only way they could get to the islands was to use their boats, was it not?
A. They had big boats there and they got in there.

Q. They went over there in boats? A. They used them.

Q. In the winter the lake would freeze over and it was all clear ice across the lake, wasn't it?
A. If it froze up when the water was in the lake, it was ice there.

Q. Did you ever see the lake freeze up where there wasn't any water? A. Yes, I did.

Q. When?
A. It would freeze those places there was water and not where there wasn't.

Q. But you never saw the lake dry?
A. I never saw it perfectly dry—there was water in places.

Q. You never saw a winter yet but what most of the lake was under water, did you, and froze up?
A. I always saw the ice there in the winter.

Q. And you drove across there? A. Yes.

Q. Itsn't it a fact, that when you got to the bank and had to get up, that you and your neighbors and everybody used to row and had a good deal of difficulty in getting up
290 the slopes, that is true, isn't it?
A. The land, it was kind-a jagged there up there and the banks there, but when you got over the banks, the swamp was lower again.

Q. That is what I am trying to get at—you had difficulty in getting up to the bank, in getting out to the lake?
A. It was on the west side, but not on the east side—there was a little bank on the west side.

Q. Well, you had considerable trouble in driving up that bank, didn't you? A. I don't remember having any trouble.

Q. At the time you went up there to take your homestead, how did you move your family up there?
A. We went up there in the winter time then before it broke up on sleighs.

Q. You crossed on the ice then?
A. Yes, of course, I went the road there.

Q. You crossed on the ice? A. I went on the road.

Q. Where was the road? A. It was right across the lake.

Q. That is what I mean, there was a regular road for driving across the lake in the winter?
A. They drove across there, everybody did.

Q. Whenever you went to town in the spring with your family, how would you get in and out?
A. I used a boat, unless I had to travel.

Q. What was the last part of your sentence?
A. I had to use a boat, or else I had to travel.

Q. By that you mean you had to foot it, or walk?

A. Yes—I might get in there with a team, you understand.

291 Q. Now, your neighbors to the north of you there and to the east of you, they all had to go down in the same way? A. Yes, sure; I was there before he was there.

Q. I understand, but I mean the settlers all came in there and went out east—some went into Rollis's, that is the township north of you there—you remember when the settlers went in there? A. Yes.

Q. And the only way they could come in and go out was by using boats?

A. Yes, they went the river and by getting up in the boats, they used the river and got across the lake.

Q. There was some [stor] located east of you?

A. The store was located at Rollis'.

Q. Any other place—Do you know Liner? A. Yes.

Q. Was there a store up there? A. I never was there.

Q. You know Mr. Langley had a store up there? A. Yes, sir.

Q. How did he bring his goods up there?

A. He brought it up a good deal on a sleigh in the winter.

Q. And in the summer, he used the rivers, didn't he?

A. Yes.

Q. And went past your place on Mud River and down through Mud Lake? A. Yes.

The Court: Did he do it, or not—did he use that Mud Lake?

The Witness: Yes, he used that creek and the lake.

Q. And the Morans up there at Rollis did the same thing, didn't they?

A. They generally hauled up their goods on sleighs in the winter.

The Court: What did they do in the summer and the spring?

292 A. I suppose they used a boat; I never kept any track of them.

Q. You saw the boats going by there?

A. I saw boats going by there sometimes.

Q. Now, you talked there something about using that was where they omitted the river, up here?
A. It was across the floating bog there.

Q. And that was merely to make the channel wider?
A. To make the chance to get through with the boat.

Q. That was used out east there? A. Yes, used out east.

Q. You know where Grygla is located?
A. I never was there, but I know where it is located.

Q. It is on the eastern boundary line of the county? A. Yes.

Q. Do you know Mr. Fladlard, the merchant who used to be up there? A. No, sir.

Q. You don't know whether Mr. Fladlard used Mud River and Mud Lake as his means of transportation?
A. No, I don't know it.

Q. Where did you say that sand bar was that you pulled your boat across the first time that you went up there?
A. It was on the west island in the lake there.

Q. Where is that located?
A. Oh, that is located, I think probably a half a mile from the western shore there—I am not sure.

Q. How close to the island—I mean how far from the island would this sand bar reach?
A. Well, the sand bar started from the island.

Q. How far out into the lake would it go?
A. Oh, it went out quite a ways. I [couldn'] tell exactly how far.

293 Q. Now, then, you mentioned in pulling this boat across that bar you were right up close to the island, were you? A. The island went away out in the lake.

Q. Where was it that you [polled] across this sand bar?
A. It was about on the north side of the island.

Q. The sand bar didn't go across the whole lake, did it?

The Court: Not across from the land to the island?

The Witness: No, it didn't go across from the land—there was a little opening by the land there—I wasn't acquainted there with it at that time.

Re-Direct Examination

By Mr. Anderson:

Q. You say your cattle used to go down in the lake and pasture? A. Yes, sir.

Q. What years was that?
A. It was every year I was there so far as I remember.

Q. That was [drom] 1903 to 1907, that is, during the summer months they would go down into the lake and feed, would they?
A. Yes, after the latter part of the summer after the flies were all gone they used to go down in the lake.

Q. How far out into the lake did they go?
A. I am sure they went as far as a half a mile out into the lake there.

Q. There was vegetation there so they could feed that far out into this Mud Lake? A. It was nice grass out there.

Q. When you say the hay was cut on the east side of the lake, do you mean the outside of the lake or right into the east part of the lake?
A. I mean the [veastern] part of the lake—I cut lots of hay there myself when I was living there.

294 Q. Well, now, in 1900, what percentage of the lake bed was exposed, would you say, and any high waters covered that?
A. It was only a small part of the lake there was any water in it.

Q. Would you say that ten per cent of the bed was covered with water?
A. Well, I don't know much about it, because I wasn't there just only for hay, cutting hay there.

Q. Couldn't you tell from the ice when you hauled it away?
A. It started to rain up there in August and it kept on raining all fall and about the time it froze up everything was under water and the swamp and lake and there was nothing else besides.

Q. What about the haystacks, the number of hay stacks, where you would see hay stacks as to what part of the lake bed? A. It was on the eastern part of the lake.

Q. There wasn't any hay stacks over on the western part?

A. I think there was some on the south side of the lake—southeast side of the lake—I think so—I am not sure.

Q. But this creek, or river, Mud creek that runs into the lake? A. Yes.

The Court: It runs in at the northeast corner and runs out at the northwest corner?

The Witness: Yes.

Q. How big is that?
A. I think right in the mouth—I don't think there was sixteen feet wide—right in the mouth of the lake there.

Q. That is where it was the widest?
A. There was places it was a little wider, too, and some places a little narrower.

Q. Have you ever seen it when that creek was dry?
295 A. I never seen it really dry—that creek—it was water in that creek—it was more water in the creek than it was in the lake there, and deeper.

Re-Cross-Examination

By Mr. Eckstrom:

Q. Was there ever a time when you were afraid to go out on the lake?
A. No, I never was afraid to go out on the lake—I crossed the lake in all kinds of weather.

Q. But during those times you have seen the waves pretty high, and there have been white-caps on that lake, hasn't there? A. When the water was high.

Re-Direct Examination

By Mr. Anderson:

Q. When the water is high, what about the rest of the country, is it covered with water?
A. When the water was really high, the rest of the country was covered with water.

Q. Could you use a [boath] in other places?
A. There was plenty of water in there if you could only get into them—there was no outlet.

Q. You could use a boat if you could get into them? A. Yes.

Re-Cross-Examination

By Mr. Eckstrom:

Q. You are now talking about flooded times?
A. Well, they asked me about high water.

Q. When you talk about high water, you mean flood times?
A. High water, I mean when the lake was full of water—all those burn-outs are full of water.

296 Q. But the swamps aren't full of water?
A. If I walked out in the swamp, I would sink down until I went down in the water to my knees, and that whole country was flooded.

The Court: Where did you take up your homestead, what section?

The Witness: Section nine.

The Court: Township?

The Witness: 156, and Range 41.

The Court: Well, there seems to be a little lake right there—was there any lake there?

The Witness: It was a high poplar grove where I had my land.

The Court: Maybe that is what it is. You were up there on that high land in Section nine?

The Witness: Yes.

The Court: West of you was Mud River?

The Witness: Yes.

The Court: That is the same Mud River that came from Grygla, and down to Rawley?

The Witness: Yes.

(Witness excused.)

(Adjournment taken until two o'clock, March 1, 1922.)

297 Afternoon Session, March 1, 1922.

JOHN KNUTSON, Called as a witness on behalf of the Government, being first duly sworn, testified as follows:

Direct Examination

By Mr. Anderson:

Q. Mr. Knutson, you live at Holt, Minnesota, that is, Holt is your post office address? A. Yes.

Q. How long have you lived in that vicinity?
A. Well, 30 years.

Q. Thirty years? A. Yes.

Q. You weren't born there? A. Thirty years there.

Q. During that time have you lived in the vicinity of Mud Lake? A. Yes.

Q. How far from Mud Lake do you live? A. Six miles.

Q. Six miles which direction? A. West.

Q. During the entire thirty years have you lived six miles west of Mud Lake?
A. No, I filed on a quarter a mile and a half west of on Mud Lake.

Q. When did you file on the quarter? A. In 1905.

Q. In 1905 you filed on a quarter a mile and a half west of Mud Lake? A. Yes.

Q. Prior to 1905, you lived six miles west of the lake?
A. Yes.

Q. How long prior to 1905 did you live six miles west of the lake, how long before had you been living six miles west of the lake, say, for the ten years before that—from '95 to '05, or from '90 until '05, how many years?
A. From 1905 until now, you mean?

298 Q. No, before?
A. Well, thirty years my folks took the homestead there six miles west.

Q. So the balance of the thirty—before 1905 for a period of about thirteen years you would say? A. Yes.

Q. You lived six miles from Mud Lake, is that right?
A. Yes.

Q. That would be from about '92? A. '92.

Q. 1892 up until 1905? A. Yes.

Q. From 1892 on, then, you have seen Mud Lake more or less every year, have you? A. Yes.

Q. What is your earliest impression, that is the impression that you remember farthest back of this lake, what kind of a body of water was it and the surroundings and how did it act during the different parts of the year, as to whether it dried up, or not. Will you tell us that?

A. Well, when it first started [tyere] it was entirely clear water.

Q. That was in '92?

A. The first time I went through, yes and 1905, and after that there was lots of weeds in it and it got more and more weeds in it all the time—grass and weeds.

Q. Now, from '92, until 1900, say, did you ever go on the lake with a boat?

A. Well, 1900 there wasn't very much water in it—you couldn't go from shore to shore.

Q. You remember that dry year of 1900?

A. Yes, that is easy to remember.

Q. Did you see what was located as Mud Lake at that time? A. Yes.

Q. In 1900? A. Yes.

299 Q. Did you work on the lake, or do anything there that summer?

A. No, I just—we used to go across there and pick blue berries and cranberries.

Q. How did you go across in the year 1900, do you remember?

A. Well, we didn't use any boat at that time at all when we went across there just to look for blueberries.

Q. How did you get across?

A. Walked across it not to get in the little water.

Q. What percentage of the part that was covered with water as a rule was covered with water in 1900, would you say?

A. Well, some southwest, northwest and there is a kind of a low sag in it.

Q. Can you take that plat there and show us in 1900 what this is?

A. That is—well Mud Lake—where is that little creek that comes here—I used to go right through here—you could kittycross in through here—it was a kind of a low sag there.

Q. Now, here is the——?
A. That is the east creek—that comes in—along through here is a kind of a low sag goes through here and up to the big ditch.

Q. Can you now show us what portion of that lake bed you think was covered with water in 1900?
A. That is just right across here was covered with water there, this strip along here maybe about a half a mile wide.

Q. Running through the northwest and the southeast?
A. Yes.

The Court: Right across the middle of the lake, the northeast and southwest, what about that?

300 The Witness: There was a little water in 1900—if you had a pair of rubber boots it wouldn't go over that.

Q. And the rest of it was dried up? A. That was dried up.

The Court: These Government plats were made in what year?

Mr. Anderson: 1893.

Mr. Eckstrom: The survey was made in '92 and the plat was approved by the Department in 1893, isn't that right?

Mr. Anderson: Yes.

Q. Now, did you ever go on the lake there about 1900 with a boat? A. Yes.

Q. Shortly after 1900?
A. Well, in 1900, in August, I guess we had lots of rain—it rained all fall—we put up lots of hay around there and the hay, they may have had some out in the lake then, but I wasn't there then after the rain—they had rain all over and that whole swamp was covered with water.

Q. When you would go on with the boat other years than this 1900, what would you use to move your boat?
A. Well, the part of the time I just know the lake, I could use boats and I could use oars—when I first started I went across the lake the first thirty years, and the first time I went over it, we could use the oars and after six or seven years it got more weeds and grass and you couldn't hardly use the oars.

Q. What would you use?
A. [Poll] or go down and pull it—we used to put a rope on it and pulled it in most of the places.

Q. Did you ever see any fish left in the lake there?
A. In the spring.

301 Q. Was it a lake that you ever saw anybody fishing at that time?
A. Well, I never seen anybody fish in the lake, however.

Q. Do you know where those fish would come from?
A. They came from Thief River in the spring.

Q. They would come at the time of the overflow of Thief River? A. Yes, sure.

Q. What became of them in the fall, the fish?
A. They just went up there and stayed a little while and went back—some of them stayed there and you could pick up dead fishes along the shore.

Q. Those that stayed died? A. Yes.

Q. You could see dead fish along the shore? A. Yes.

Q. Did you ever pay any attention to the bottom of the lake when the lake was dried up, as to what kind of soil it was? A. Oh yes.

Q. What kind of soil was it in the bottom?
A. Well, there was some peat out there I broke up from there—peat in some places and some places it is sand.

Q. You mean you ran the plow through some of the bottom? A. Yes.

Q. When did you do that?
A. Two years after they dug the ditch in 1912.

Q. It was dried up then, was it? A. Yes.

Q. You plowed part of the bottom? A. Yes.

Q. What kind of soil did you find?
A. Well, black fine soil and peat and ashes.

The Court: Ashes where the peat had burned?

The Witness: Yes.

Q. When did they put the ditch through there?
302 A. Well, they started in 1910.

Q. Started constructing the ditch in 1910?

A. In the spring, yes.

Q. When was it finished?
A. Well, now, all of the ditch, I don't know what time that was—about [theee] years, I guess they kept on.

Q. After the ditch has been in there has it been dry all the time, or has it been flooded since?
A. It has been flooded—three years ago we had a big flood.

Q. Except when there was an unusual flood, the bottom of the lake is dry now, is it? A. Yes, sir.

Q. That is true since 1912 or '13, when the ditch was completed, is that right? A. Yes.

Q. You aren't interested in the bottom?
A. No, I got my hundred and sixty.

Q. When the hunters would go there to hunt how would they get out into the lake, by boat, or high boots, or what?
A. I always got a little boat that they got, and sometimes they used high boots.

Q. Have you ever waded into the lake, yourself, with boots? A. Yes.

Q. Have you ever crossed it with boots?
A. At the time in 1900, I might wade in, in low water—I didn't try it—I had enough water to get here and there and then I took my little boat because I done quite a bit of trapping in there.

Q. In 1908 and '09 before they started the ditch, what was the condition of the grass and rushes in the lake then?
A. Well, along the shore, it, of course, had a lot of heavy cambric they call it, and all over the lake there was
303 some kind of weeds or grass was laying floating so you couldn't use the oars—just put them down a little and then pull them up, but you wouldn't go hardly at all—so you had to use a stick—the water was most of the time low, because you couldn't go over with the boat right across the lake—of course, some places we had plenty of water.

Q. In the spring of the year when Thief River would overflow, what would be the general condition of that country there, in the vicinity of Mud Lake as to whether it was covered with water, or not?
A. The lake, or the whole country you mean?

Q. Yes.

A. When the whole country was covered with water, it looked like the lake, all of it.

Q. I mean would it be covered with water now, before the ditch was built? A. Yes.

Q. Mud Lake as well?
A. Just as much as my land wouldn't be worth anything, just the same as the lake is now.

Q. Your land is a mile and a half from there? A. Yes.

Q. Was that covered with water in the spring time of the year before they put the ditch in there?
A. Yes, sir. Here I got a card to show you the last flood I had, that Selvig took, from Crookston.

Q. When was that taken?
A. Second of July, I guess—that is my farm.

Cross-Examination

By Mr. Eckstrom:

Q. When you came up there in 1892, you say that Mud Lake at that time was a clear body of water? A. Yes.

304 Q. You located at that time how many miles from the lake? A. Six miles.

Q. Now, you were a boy at that time, fifteen years old?
A. Yes.

Q. I presume you went over to the lake quite often?
A. Oh, yes, because I like to hunt and I took all the trips I could over there.

Q. You never went over to Mud Lake and was disappointed as far as hunting was concerned, were you?
A. No, I wasn't afraid of it because it wasn't.

Q. There is always plenty of ducks and plenty of geese?
A. There was plenty of ducks and geese stayed there.

Q. The west boundary line of this lake, that is where you always went, wasn't it? A. Yes.

Q. Were there any trees along there? A. On the west side?

Q. Yes. A. Along the meander line.

Q. There were trees—what kind? A. Here and there.

Q. What kind were they?

A. I don't know—some, they call it willow trees.

Q. Willows, how large were they?
A. Oh, they are up to twelve or fifteen feet high.

Q. At that time how large were they, when you were a boy fifteen years old?
A. Well, they were pretty near about the same then, because them willows don't seem to have grown very much since that time; they have been burned down and start up again.

Q. About two feet in diameter?
A. I believe you can find them there.

Q. On the north side there was timber?
A. Yes, that is big tamarack.

305 Q. On the north? A. Yes.

Q. And between the west line of Mud Lake and Thief River, where you were living, there was no trees in there—between the lake and Thief River?
A. Well, just a few poplar grows along there.

Q. When did you first notice that the weeds were beginning to grow in Mud Lake?
A. I noticed most about that time I took the hunting there.

Q. What year was that? A. 1905.

Q. This lake was burned in the year 1910. That is when they started to work up there?
A. That—they tapped the lake in 1910, anyhow.

Q. Your homestead is over on the east side of the lake, or west of the lake? A. On the west side is mine.

The Court: What section did you say you were in?

The Witness: 22—I got an eighty in 22 and [and] eighty in 27.

Q. You are in right half way between the lake and Thief River, are you not? A. Yes, sir.

Q. How far are you from this ditch that was put in there?
A. The big ditch?

Q. Yes.
A. Well, the big ditch goes right through my eighty.

Q. Now, when you first moved up into that country, I presume you supplied yourself with a boat? A. Oh, sure.

Q. You always had a boat up there? A. Always.

Q. Practically all settlers up in that country had boats, that lived in that neighborhood?

A. Yes, because we had to have them because of the
306 wet fall.

Q. You used them all the time in the summer time, used them for hunting?

A. Not all the time in the summer—any time we we went hunting, we took the boat or left the boat and put on the hip boots.

Q. During the fall of the year there was a lot of hunters came in there from everywhere? A. Yes.

Q. It was generally known as one of the finest hunting lakes in the country, was it?

A. Yes, it was a good time in the fall because all kinds of people came there.

Q. During the early falls there was fellows that came in there and did hunting on a commercial basis, didn't they—they used to hunt and ship ducks by the carloads and ship them out of there?

A. When they first started, they did—they had a freezer out there that they froze the ducks.

Q. You know Mr. Knox used to be out there and was in the hunting for the business? A. Yes, I was with him.

Q. You say you were with him? A. Yes, sir.

Q. You used to freeze the birds out there and ship them away? A. Yes, sir.

Q. Mr. Knox always used the boat around there?

A. We had a small boat we carried in the burn-outs, and, of course, Mud Lake, we always called it Mud Lake.

Q. It always was Mud Lake, wasn't it?

A. But now it aint—it aint called Mud Lake since it was dry.

Q. Not since it was burned, but before that it was always Mud Lake? A. Yes.

307 Q. You never considered it anything different from Mud Lake? A. No.

Q. Any people that would go in there, they would come up Thief River, would they not, with their boats?

A. Sometimes and sometimes they had supplies and went up the lake with boats and sometimes they left them at my place and [wet] up the burn-outs.

Q. I mean those that traveled through the lake?
A. Yes, sure.

Q. They would go up from Grygla and then go in the lake and then up Mud River? A. Yes.

Q. Were you there just before the lake was tapped?
A. About an hour and a half after they tapped it.

Q. Now, then, do you know where the ditch, the big ditch strikes the lake at the southwest corner? A. Yes.

Q. Do you remember how the banks are described at that point? A. Yes.

Q. Were there any large trees on the shore line there?
A. By the grade there is some large trees.

Q. And those trees run all the way up along the west side of the lake, don't they? A. Yes, take it off and on.

Q. At that point was there any cambric at any time?
A. Yes, on the north side it was cambric—the first time I seen it, and it got growed up more and more every year.

Q. That is on the north side of the lake?
A. On the north side, and on the west side there is a couple of places.

Q. Will you describe to the court the condition of the bottom of the lake at that time when it was tapped—right
308 after the lake was burned or tapped and the surface water was taken off?

A. That grass it looked like green all over—weeds and grass was laying down and a kind of a muck, all of it—you couldn't hardly walk in it—you went down in the muck about that deep.

Q. Right up to the shore line? A. Where the water stood.

Q. Do you mean the grass that was generally called kinkhair, is that what you have reference to?
A. Well, it looks pretty near like it.

Q. Now, then, after the lake was burned, did you see green weeds growing up there in the lake bottom?
A. Yes, I had my stock out there.

Q. How soon after the lake was tapped did you have your stock out there? A. A year after.

Q. I am talking about the same year—I am talking about the very year when it was tapped?
A. No, I didn't have anything out there then?

Q. But you say you were there an hour and a half after they had opened it up and let the water run off? A. Yes, sir.

Q. You are acquainted with the land on the south of the ditch rather past Ring's place and Buckland's place?
A. Yes, sir.

Q. Did you see any weeds growing on the bottom of the lake at that point?
A. Take them small gravel points in the bottom there is some gravel and clay and what I call cambric that grass don't grow—half a mile or something like that.

Q. The minute that you started right there at the ditch around a little south of the lake, you could [wak] there for
miles past Ring's place and Buckland's place and
309 Christiansen's place and all those places down there, wasn't it all a solid sand beach—wasn't it all just sand and gravel?
A. Well, from the shore there, that is some gravel there.

Q. That extended for several miles on the south side?
A. Off and on—not all over—just down along the shore, but when you get up by the meander line, then it comes at about a two foot bank there, that is peat.

Q. Never mind the shore—I am inside the basin now—I am inside the lake. Was there any place after you tapped the lake where you saw any weeds there south of the ditch?
A. Yes.

Q. Where?
A. There was muck and not that gravel, I mean—there is muck and peat all the way it was there.

Q. What kind of weeds were there?
A. I got no name for it.

Q. How big were they?
A. The tops were two or three feet high, before you pulled it out of the water about that high—it was floating all over the water, you know—that burned last spring—it burned loose every spring [abd] then the ice went and started new weeds again.

Q. How many times were you over there after they had let the water out in 1910?

A. Oh, I took a trip up there maybe once a weeks for the fun of it, to see how that outfit was working.

Q. Isn't it a fact that it took that lake a long time to drain out? A. No.

Q. Even after they tapped it?

A. No, it didn't take long, but they put in the dam to hold lots of water back so they could use it and have
310 enough for the dredge.

Q. That held water in the ditch but not in the lake?

A. The lake was pretty near empty right away—there wasn't more than a foot and a half water in that lake when they tapped it.

Q. Did you ever try to walk through there after it was tapped?' A. I went as far as the dredge went.

Q. Did you ever try after the lake was tapped and the water was down in the ditch, there was still water in the lake, wasn't there, both on the north side and the south side?

A. Some small holes where a little water stood for a week or so.

Q. Did you ever go out and try to walk through there?

A. Oh, yes, I am pretty good to walk in the mud.

Q. Did you ever [succeeed] to go through? A. Yes.

Q. What time was that?

A. I couldn't tell you the day and week—just the time I had to spare when I wasn't haying—it was haying time when they tapped the lake, busy time.

Q. Did you see the lake in the fall of the year, in September? A. 1910?

Q. 1910, after it was tapped? A. Yes.

Q. Isn't it a fact that at that time that the shore lines, at that time, four or five or six hundred feet, that would be perfectly dry and that from there on it would still be wet and the water standing? A. Kind-a soft.

Q. Soft, that is true, isn't it?

A. Yes, it was kind-a soft when you got out a little ways, because it took a whole hour, the dredging when the water comes more down into it.

311 Q. Isn't it a fact when the wind was coming north that the entire south side of the lake south of the ditch would be full of water?

A. Well, you see they had to make the dam in that creek to stop the water coming back into the creek and Mud Lake, and that would put that water there, but I didn't see that.

Q. Were you over there when the wind was from the south?

A. I couldn't tell you the direction of the wind was at the time I was there.

Q. Did you see the surveyors there in that fall of 1909?

A. Draining?

Q. Yes. A. Yes, I guess I did.

Q. Did you see any boats running around the lake there?

A. If they were out there, I suppose they had boats.

Q. Did you ever see any gasoline boats on the lake?

A. I seen gasoline boats coming out there, but they couldn't use them for the weeds—that is, what is his name again, at Thief River—George Williams—he took one launch out there the last couple of years before the dredge went there abut he couldn't do anything with it, because his rudder got half full of weeds the first few rods he made.

Q. Did you see anybody with gasoline boats there in the fall of 1909? A. I may.

Q. Did you know that Arpin had a boat up there?

A. He had it, but he never was in the lake in that boat.

Q. Before the ditch was put in there?

A. I don't hardly think so.

Q. Do you know or are you just guessing?

A. That big launch of his couldn't get in there.

312 Q. It couldn't get in there?

A. If they went around Thief River and into the creek—he may come in there a little ways with it.

Q. How far could he go with it?

A. From that creek, that is a kind of a low sag there for about a half a mile maybe he went in there with that big launch.

Q. That was a big boat, too, wasn't it?

A. Well, fairly good sized—that [has] the biggest boat that has been up through that country.

Q. How big a boat was that?

A. Well, sir, I couldn't tell you.

Q. You [were] recognized it if you saw it?
A. Yes—I was in it a couple of times.

(Photograph marked for the purpose of identification as Defendant's Exhibit 1.)

Q. I show you Defendant's Exhibit 1, and ask you if you recognize the boat in that picture? A. It looks much like it.

Q. Do you recognize Mr. Arpin on that picture?
A. Well, if he faces me I couldn't—if it aint Ole Peterson—he was along with him, to—he was the man that ran the launch, and at that time that spring, in 1910, there was a flood and they looked—they took of every station two miles west of the river—that is the time you could use that launch in the lake in June.

Q. Look at that picture—I ask you if that picture indicates any flood?
A. No—that water maybe went down about [rhe] time he got the boat there now.

313 Q. He used this boat on Thief River, didn't he?
A. Yes, he hauled coal and stuff for the dredge.

Q. Would you look a little closer on that picture—you will see a big barge on there?
A. Sure, I have seen them coal barges.

Q. Who used [thos] barges?
A. Well, they pulled them with that launch.

Q. What do they haul on those barges? A. Coal.

Q. For what? A. For the dredge, of course.

Q. Where did they build that dredge?
A. They built that dredge pretty near a mile south where they started with the ditch in the Thief River—pretty close to a mile, I wouldn't say exactly, not far from it, right on the section line, there where the county road goes on—I don't know what section that is now.

(Photograph marked for the purpose of identification as Defendant's Exhibit 2.)

Q. Do you remember whether Mr. Arpin, the manager of the drainage company that constructed this ditch, had any boat house up there? A. Who?

Q. Any boat house, Mr. Arpin—a house that he built on the water—do you remember that he had one of those?
A. Yes.

Q. I will just show you Defendant's Exhibit 2, and ask you if you recognize this?

A. Well, this looks pretty close by the lake to me.

Q. Would you say that was taken in the lake or out of the lake?

A. Well, sir, I believe it looks like it was in the lake, about thirty rods, or something like that, the way it looks,
314 and that is right in the ditch there.

Q. These big willows that you see off there in the distance, they were right there on the shore of the lake, were they not? A. Yes.

Q. You have testified there were a lot of weeds [gorwing] in the bed of the lake—I wish you would point out to us if there are any weeds?

A. I don't know what this is here—that weeds lays flat against the ground—just like weeds grow in the water—they get dried up—like gunny sacks.

Q. You said a while ago there was a foot of it?

A. A foot in the water, but then the lake is dry and that don't grow anywhere else but in the water—when the lake is dry then the weeds is dead and then some other weeds come up.

Q. I am now discussing the condition of that lake, the minute the water ran off, when it runs off, that picture is a true representation of the conditions as they were existing there at that time, isn't it? A. Yes, sure.

Q. There was no hay growing in the lake bottom at any time before that drainage went in?

A. Well, in 1900, there was some kind of a hay grows out there on the lake, but I don't watch it on each side or any place on that hay meadow and looked at it.

Q. You don't know where that could have been?

A. There was a lot of hay on the east side of it.

Q. But you never saw it? A. No.

Q. Now, then, you say when you were there two years ago you found some burned ashes. Will you explain that to the court, in the bottom of the lake that you plowed up?

A. Yes, I got some off here, if you want to see it, that
315 I took up Sunday.

Q. Last Sunday?

A. Yes, I went out there for the fun of it, and I was out thirty rods in the lake I got it.

Q. When was this lake drained? A. Well, 1910.

Q. Now, then, did you pick up any ashes at any time for several years after that lake was drained?
A. The third year I plowed I had twelve acres of nice hay in there—barley.

Q. What section? A. Sections 2 and 3.

Q. How did you come to farm that?
A. Well, because I had just as much right as anybody else going out there—the next year I put in some millet and I got twelve loads of fine millet.

Re-Direct Examination

By Mr. Anderson:

Q. What month of the year 1910 was this lake tapped?
A. In August if I aint mistaken, the last part of August.

Q. August, 1910? A. Yes.

Q. You never saw this boat that was on the water that was called Mud Lake, did you? A. No.

Q. You never saw it there? A. I never saw it.

Q. You never saw it in this body of water that you call Mud Lake? A. No, sir.

Q. You never saw that boat there yourself? A. No.

Q. You never saw any other motor boat in the lake yourself?
A. Not any launches, or anything like that—just a small row boat or something like that.

Q. Outside of row boats you never saw any gasoline
316 launches, or motor boats on the lake yourself?
A. No, sir.

Re-Cross-Examination

By Mr. Eckstrom:

Q. Did you ever see Mr. Horg's boat? A. Oh, yes.

Q. Did you ever see him use that in the lake?
A. Well, I don't hardly think I did—I seen him in the river going there.

Q. You saw him going up the river?

A. He went in the Thief River—that is the only river I seen him, that I can notice he was out there, but he may go there in the spring when it was about six or seven feet of water.

Q. We are talking now about the fall of 1909, when he got his boat? A. Yes, sir.

Q. Did you ever see Gabrielson run a gasoline boat up there? A. No, but I know he had one.

Q. You knew he was out on the lake, didn't you?
A. I couldn't swear he used it on the lake, but he was in Thief River Falls with it.

Q. He was running a commercial business for the people up on the river?
A. He could do it every spring—then there was all kinds of water in there at that time.

Q. You don't know what he was doing?
A. I don't know what he was doing, but he ran the launch.

Q. He was back several years before the lake was finally drained, after they tapped it?
A. Oh, not several years—the second year after they took the dam out, the lake was all right.

Q. When did they take the dam out?
A. I guess it was two years—1912, I think it was.

317 Q. 1912, or later? A. I think so.

Re-Direct Examination

By Mr. Anderson:

Q. But from the time that they tapped the lake in August, 1910, could you use a boat on the lake from then on?
A. Oh, no.

Q. You couldn't [poll] a boat, or row a boat, or get a boat across by any manner? A. Only pull it on the dry ground.

Q. Now, these motor boats, or these boats that did travel around the country, they worked at these canals and these ditches?
A. After that ditch went through they went there and carried stuff direct—in the spring you can probably go through there with the launch for the first two months, after they been up and the water got started. I will not say that.

Witness excused.)

318 JOHN GABRIELSON, Called as a witness on behalf of the Government, being first duly sworn, testified as follows:

Direct Examination

By Mr. Anderson:

Q. Your post office is Holt, Minnesota? A. Golden Valley.

Q. How far is that from used to be Mud Lake?
A. That is about two miles from Mud Lake.

Q. How long have you lived up in that country?
A. I homesteaded there in 1904; I came up there in the spring; I took the claim in 1903, but I came up in the spring of '04.

Q. Your homestead is how far from the lake?
A. Half a mile.

Q. What section are you on? A. Sixteen.

Q. 156-42? A. And 41.

Q. Part of 16 runs into the lake?
A. The southwest three acres of it runs into the lake.

Q. Well, when you went there in 1904, you saw this so-called Mud Lake? A. Yes, sir.

Q. What time of the year did you go up there?
A. I rode up to Thief River in the spring of the year—that was sometime the latter part of April.

Q. What did you find the condition of the lake to be when you went there in 1904?
A. Before I came—of course, now I—I was about six miles from the lake—I was familiar with that country up the river, so I went—I rode into some shanties and as for Mud Lake, along the river—there was water all over—I asked my way along, and finally said it was Mud Lake—it was prac-
319 tically water all over the whole country.

Q. You rowed it?
A. I rowed up from the river, from Thief River.

The Court: You rowed up Thief River? A. Yes.

The Court: Then did you go up from the river into Mud Lake?

The Witness: I didn't know what it was—it was water all over.

Q. Was your farm covered with water?
A. Not exactly—around the house—there was—in the grove it was pretty dry, but outside of the grove it was pretty well water.

Q. Was part of your farm covered with water?
A. Yes, most of it.

Q. Most of it was covered with water? A. Yes.

Q. So you could use a boat on it?
A. Oh, yes—I rowed right up close.

Q. Then in the fall of the year what was the condition of the country there, especially Mud Lake?
A. Well, taking an average in the fall of the year, an average year, the lake was pretty low. It all depends upon the condition of the country—if it rains it is a lot of water and if it is dry it is pretty low.

Q. How low would you say it would get during the period you saw?
A. I had a little boat that I pulled out to Thief River, and when I was going across the lake, I had a pole in it to push it, and then along in the middle of the summer, especially at one time I was going out for hay and another fellow came along and we couldn't either row it or push it and we had to go out of the boat and push up Mud River.

Q. When you were in the boat in this lake, the water was so shallow that you had to get out and push your
320 boat? A. In places, but not all over.

Q. That was Mud Lake that you did that? A. Yes.

Q. When was that?
A. That was '08—I didn't pay any attention to it at that time, but I think it was.

Q. What was the condition of the lake as to grass and weeds and things of that kind?
A. On them sand and gravel bars, I don't remember I seen any grass to speak of anything, but outside of that along the north side and east side and south side a lot of cambric grows out there about a half or a mile, or so in the lake, and then the grass bothers all the times to get oars in the water —I don't know what you call it—l—a kind of a tall grass in it, and it kind-a laid on top of the water.

Q. What, about the center of the lake?
A. Why, the center of the lake I have crossed a good many

times—I was going to go across the lake but I had to pull the boat across in different places on account it is more shallow in places than it is anything—me and another fellow pulled it across a couple of times or three times.

Q. You find that the middle of the lake the same condition existed as a short distance from the shore?

A. Yes, pretty near—on the east side of the shore where I live there was no bank whatever—I didn't know [whereever] Mud Lake stopped or where the bank was, and I don't know it today, if I didn't find the quarter.

Q. That is the east side?

A. That is the east side and south side.

Q. You say you never did see any banks there?

A. No, I couldn't tell about where it is. I have worked out there.

321 Q. Did you help [buold] the ditch?

A. I was two seasons on that ditch.

Q. The ditch that ran into the lake? A. Yes.

Q. What years did you work on that ditch?

A. '11 and '12.

Q. In 1911 when you started working on the ditch, was the lake dried up?

A. Why, we didn't start up—we started up at Liner and came down—1912 we crossed the lake—we had a dam to hold the water so the dredge could work.

Q. And so you could work in the vicinity of the lake, is that right?

A. Yes. Then they flooded a good deal of the lake—it held too much water—it was left open to haul the clay up—you could haul the clay up by boats—I had two boats.

Q. You were running these in the ditch? A. In the ditch.

Q. Do you know what the condition of the bottom of the bed is as to what kind of soil there is on there, on the bottom of the lake? A. Yes.

Q. What have you done—have you done any plowing?

A. They drained a lot of breaking out there.

Q. When did you first do that? A. What year?

Q. When first?

A. That was during the war. There was an old man by the name of Tolly and he had a son in the war and he was

going to break up his land for his son when he came up—he broke up seventy acres for him.

Q. By that do you mean that this son who was in the war had a claim on the bottom? A. Yes.

Q. You were going to help break up this son's land?
322 A. He was going to do that for his son when he came back.

Q. What kind of soil did you find there?

A. All different kinds of soil—I found gumbo, clay, peat and ashes and a good deal of soil there along on the north shore is peat and black dirt—it isn't as heavy as black dirt, or as light as peat.—it is ground stuff and all roots in it; it is a hard thing to break in the summer time—I had to quit in the dry years, but when it is a wet season when there is a lot of rain it goes pretty good.

Q. What is the largest portion of the bed there—what kind of soil is the biggest portion?

A. Well, the biggest portion of Mud Lake is between black dirt or peat [ror] similar to black dirt, but not quite—of course, a lot of it is sand bog and clay bog and a lot of clay in it. It didn't grow anything to speak of.

Q. When you were working there and while they were ditching that, did you notice the growths on the bottom, the vegetation on the bottom of the lake as to whether it was covered with grasses, or weeds or things of that kind?

A. Why, yes, some grasses—I walked a number of times there in the lake.

Q. Have you ever cut any peat from the bottom of the lake?

A. Cut any peat—I have plowed it with the plow, a 24 inch plow.

Q. There is portions that are just peat?

A. Quite a lot of it—especially on the northeast side, along the tamarack there—about a half a mile from there there is quite a little of it into the lake.

Cross-Examination.

By Mr. Eckstrom:

Q. Right after the lake was tapped did you notice
323 whether that peat was still there?

A. I came up there in August—I lived at Thief River Falls—the lake was tapped in 1910. The Northwestern

Drainage Company hired me in 1910—I don't know much about it, except I walked from the ditch to the shore., the dredge.

The Court: Where was the dredge at that time?

The Witness: In Mud Lake; it wasn't working.

Q. You walked on the banks that was dredged up?
A. I walked in the lake—I walked ahead of the lake.

The Court: Did you have on rubber boots?

The Witness: No.

The Court: Was the land dry or wet?

The Witness: Some of it was wet—as you got closer up to the shore it was drier then.

Q. When did you leave [you] farm?
A. Why, 1909 in the winter time I went back to Thief River again?

Q. Well, you say in 1910 you were living at Thief River?
A. Yes.

Q. You went down there in 1909?
A. 1909 in the winter I moved down there.

Q. Now, right there when you were living up in the northeast corner, where Mud River goes into the lake there is a lot of peat around there?
A. Why, I don't live close to Mud River; I live a mile and a half or so south of Mud River.

Q. I mean when you get up to the northeast corner right where the river moves into the lake, there is lots of peat right there? A. It is what you call black muck peat.

Q. How deep was the thickness where you get the
324 ditch going into the river?
A. We didn't go through that little bridge—that was number 11 ditch.

Q. Weren't you ever up there and seen them working?
A. I wasn't there right there at that time—I was two miles from there.

Q. Have you ever seen that ditch that [connect] with Mud River up there? A. Yes, I have seen that lots of times.

Q. Will you tell us how deep that peat was at that point?
A. Why, I couldn't exactly tell you how deep it was.

Q. Well, just make a fair guess at it from your observation?

A. I should think about a foot or two foot.; it all depends how it was burned out.

Q. There had been no burning at this time?

A. No, there is places where there is more peat and there is less peat along the lake because more holes along the banks and outside the banks.

Q. I know, but you are off again. I am trying to have the Court acquainted with the condition of the soil right there where Mud Creek runs into the lake at the northeast corner?

A. Well, I couldn't tell the Court how deep it is, because I never measured it.

Q. You never measured it? A. I never have.

Q. It is very deep, isn't it?

A. I don't believe it is—of course, I wouldn't say, but I don't believe it is more than two feet—I don't think any of that peat up there along and close to the lake is over two feet of black muck—there is black peat, a lot of it.

Q. The black peat that is underneath, how deep would that be? A. I couldn't say exactly how deep.

325 Q. Five feet? A. I haven't seen any that deep.

Q. You never examined the bottom of Mud Lake until now here, when you made this plowing a couple of years ago?

A. No, I don't think I have.

Q. Now, down around south of the ditch and down there past Ring's and Christianson's place and down all the way, the Arpin place, the lake bottom there is all pretty much sandy?

A. In places it is—what we call Topper place, it has a ridge there.

The Court: All sand?

The Witness: All sand and gravel. As far as I have seen along the southwest side it is a ridge there, where there is sand and gravel and so forth.

Q. Now, you say the lake was very shallow?

A. It was sometimes and sometimes it was pretty deep.

Q. When was it deep?

A. It was deep when there was water all over the country.

Q. Was it deep at the time you went up there the first time? A. Yes.

Q. In 1904?
A. Well, I didn't measure how deep it was then, but it was good sailing or rowing all over.

Q. You say your land was over in Section 16? A. Yes.

Q. How much of your land was under water at that time?
A. Why, there was—I didn't measure it—I guess a majority of it—quite a little was more or less, except the gravel.

Q. You had a grove up there at your place? A. Yes, sir.

Q. You say further at your place it was mighty hard
326 to tell where the lake began and where the boundary line was between the lake and the swamp east of you?
A. Yes, sir, it was at that time—it is now—I can't tell without finding the quarter stick.

Q. How is the land east of you at that time when you went up there? A. Pretty wet.

Q. How was the land between the lake and Thief River?
A. Why, it was more or less wet, too—when it was wet in Mud Lake, it was wet there.

Q. When you went up Thief River there, how much water was there in Thief River?
A. I don't know—I never tried to hit the bottom, or measure it.

Q. How did it compare with the bank?
A. Most of the places I didn't see any banks—that was before the bridge.

Q. In 1904?
A. 1904, I was six miles from Mud Lake—I didn't see any banks—the whole country was flat.

Q. As a matter of fact, the whole country all the way is flat at times, at all times, isn't it? A. Yes.

Q. Thief River itself is not a deep river?
A. No. When she was pretty low I should judge Thief River is around six or seven feet or something like that deep.

Q. What kind of banks has Thief River got?
A. She got even banks with the swamps.

Q. You don't find any high banks on the side? A. No.

Q. It just cuts right through the level country?

A. Yes. It comes down to the river—there is a channel there.

327 Q. All of the water that fell out had to come down through Mud River, didn't it, from the east?

A. I don't hardly think so—a good deal of the water that came from the country came south of Golden Valley and the natural drainage called Thourick creek, and what that creek couldn't take, runs across the country and the farms got flooded out and the pressure of the water from the swamp came right onto them.

Q. Did you ever go down in the southwest corner of Mud Lake when you went up there in 1904, or southeast, I should say?

A. Well, I didn't know south, or anything else, when I was up there in 1904—I was a total stranger up there.

Q. Didn't you stay up there?

A. I stayed up there about a week.

Q. When did you go back there again?

A. I stayed there about a week and then I went back to Thief River. I went as far as Mr. Erickson's—I left my boat there—I walked home.

Q. Now, you have been acquainted with the country since?

A. Yes.

Q. Isn't the river coming in on the southeast corner?

A. What we call Lean river is coming there, but that is lost most of the places.

Q. Where does that [thorw] its water?

A. I suppose some of the water goes into Mud Lake, but that river is a good deal lower than Mud Lake.

Q. Where does Mud River come from?

A. That comes from that big pressure of the water forces it through there—a sort of a vein going through the bog—when you get to that bog you go all over—it goes all directions.

328 Q. Have you ever been up Mud River?

A. Yes, sir, I have been clear up to Grygla.

Q. Well, it is a well defined river, isn't it?

A. Mud River, you mean?

Q. Yes.

A. Well, that is a big large river up to Liner, but before that pretty small.

Q. But after you get up by Grygla and Liner and all through there?

A. Getting it by Grygla a little ways it is pretty small.

Q. How many miles is Grygla from Mud Lake?

A. It is a good many miles; I should judge about fourteen across the country, but the river itself is a long ways.

Q. Are you a married man?

A. I was—I am not now—I am a widower.

Q. You lived up there all the time from 1905 up until 1909?

A. I was single then and I was up there two weeks or three weeks, or so on in the year and the land was not proven up, so I held it anyway and saw if it was any different conditions in the country—of course, when I consider now the country at that time [time], I must have been crazy that I would hold the land anyway.

Q. Do you know Edward Erickson that lived up there at that time? A. Yes.

Q. Do you know Mr. Moe that lived up there at that time?

A. I think I knew him about that time—he wasn't much around.

Q. Do you remember Johnson's place over on the south side of the lake? A. Yes.

Q. Do you remember at any time when you and Edward Erickson and Mr. Moe were over there at Johnson's visiting? A. Yes, sir.

329 Q. Do you remember the time when you had some difficulty in leaving down there with your boat?

A. Yes, it was a bad wind and the trouble with Mud Lake, it was a big storm on it in the summer, or spring of the year before that grass commenced to grow on it, or cover the lake, so in order to be out there with the family in the boat and that boat stands up on the bottom and it fills up with water, so we didn't try to go on with it.

Q. Do you remember Mr. Moe—do you remember he was down there at that party? A. Yes, I think I do.

Q. You saw him leave there in his boat?

A. I don't remember—maybe he did—I don't remember—them people do most anything up there.

Q. You were afraid you would get drowned and you stayed there?

A. No, I wasn't afraid to get drowned, but I was afraid

to get wet—especially if I had my wife along I didn't want her to get wet.

Q. Did you have your wife along at that time?
A. Yes, I had her at Johnson's.

Q. You went over there with Edward? A. Yes.

Q. Edward Erickson finally went home and left you folks there? A. I guess he did.

Q. You were afraid to leave that day—you stayed at Johnson's until the next day? A. Yes.

Q. Because the sea was too rough? A. Yes.

Q. Did you ever have a launch on the lake?
A. I had in 1910—I went from Thief River to Grygla in the spring of the year for about a month, but then the
330 water went down and then I couldn't go any more. When I started out there was such high water in the river in that part of the country—I didn't stop for anything.

Q. You never left the Mud River, did you?
A. No, not Mud River, but Thief River.

Q. The only way you would get out of Mud Lake was to go down throu from Mud River at the other end, wasn't it?
A. Yes, but Thief River, I couldn't find the channel or banks or anything—after the water went down so I could see the banks I had pretty good sailing there—I guess I made two or three trips.

Re-Direct Examination

By Mr. Anderson:

Q. You say when you had a rough sea that your boat would stand on the bottom, would hit the bottom of Mud Lake and fill up?
A. The row boat—that is what we were afraid of.

Q. At that time that you were over there at Johnson's, that is what you were afraid of? A. Yes.

Q. Because your boat would be stalled on the bottom?
A. Yes.

Q. And fill up with water? A. Yes.

Q. At that time was the country flooded, at that time when you went over to Johnson's?
A. It was all right in Johnson's boat—I don't remember—

it was so long ago—I never paid any attention to it—I don't remember.

Re-Cross-Examination

By Mr. Eckstrom:

Q. What kind of a boat did you have down there at
331 Johnson's?
A. I had a little—I had two small row boats.

Q. It was flat bottomed, wasn't it?
A. Yes, one of them flat-bottomed.

Q. Mr. Moe, he had one with a keel on it?
A. I don't remember.

(Witness excused.)

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332 CHRIST NORBECK, Called as a witness on behalf of the Government, being first duly sworn, testified as follows:

Direct Examination

By Mr. Anderson:

Q. Where do you live?
A. I live eighteen miles east of Holt.

Q. How far is that from Mud Lake?
A. Oh, I should judge about two miles.

Q. What section do you live on?
A. Section 4, Town of Mud Lake.

Q. Section 4, 156-41? A. Yes.

Q. How long have you lived there?

The Court: You must have lived right close to Mud Creek, or Mud River?

The Witness: Yes.

The Court: Just before it gets to Mud Lake, coming down from up towards the line?

The Witness: I live just about close to the river, but it is about two miles northeast to the lake. The river goes on the north of my land there.

The Court: Mud River?

The Witness: Mud Creek, I think, or Mud River.

The Court: Whatever you call it. Your land is partly on that high dry piece there?

The Witness: I get a heavy growth there.

Q. How long have you lived there on Section 4?
A. Well, I came up there in 1903, in the winter—I will not say if it was the last part of January, or first part of February, but I know I went up there and looked for land.

333 Q. You homesteaded the land you are on in Section 4 at that time?
A. I homesteaded that land and filed on it in 1904.

Q. You have been living there ever since? A. Yes, sir.

Q. You are a man with a family, are you? A. Yes, sir.

Q. You are married? A. Yes, sir.

Q. Would you say that every year from 1904, up until the time that it was drained that you saw Mud Lake?
A. Yes, I saw it every year.

Q. Would you say you were on it every year? A. I think so.

Q. What was the condition of the lake in the spring of the year as a rule? A. As to the water?

Q. Whether it was high, or low?
A. Well, in the spring it was always a little more water, and it was low in the summer, of course. Some years it was more water and some years it was less.

Q. Were you ever on there with a boat? A. Yes, sir.

Q. That was quite often, was it?
A. Well, I used to go across there quite often.

Q. How would you get across, with the boat?
A. Well, I went down Mud River and crossed the north side of the lake into that creek that runs out from the lake and into Thief River, and went down Thief River.

The Court: The way you came down, you came down that Mud Creek just north of your place?

The Witness: Yes, sir.

334 The Court: And came out into Mud Lake and then you crossed the north part of Mud Lake and then through Mud River and then into Thief River and then down Thief River to Thief River Falls?

The Witness: I done that years ago. I used to go down to Mrs. Erickson's—we had a landing place where we left our boats at Mrs. Erickson's—we left our boats there and then we went down to Ringlow—there used to be a post-office and store there, and sometimes down to Thief River Falls.

Q. Well, now, could you always row your boat across there? A. Not all the time.

Q. How would you get across?
A. Well, I used the boat where I could use it., and then when I got stuck, I used a pole, or went out and pulled it or done something like that.

Q. There was times there when you would have to get out of the boat and push it, is that it? A. Yes, sir.

Q. You would naturally try to pick out the deepest part of the lake, would you? A. Yes, I did.

Q. There was other places where you would have to push it with a pole? A. Yes, sir.

Q. To get across? A. Yes.

Q. And that happened many times? A. Many times.

Q. What about the grass in the lake there—was there a lot of grass growing in the lake?
A. Yes, it seems to be more grass every year.

Q. And that kept increasing every year?
A. It kept increasing.

335 Q. That was all over the lake?
A. That was covered on the water so we couldn't use them oars—we had to use a [poll], or else go out and pull the boat along when we got into it.

Q. The grass kept getting bigger and bigger so towards the last years you couldn't use a pole or oars?
A. Yes, it was hard to use the oars.

Q. You remember after the ditch was put in? A. Yes, sir.

Q. Did you see the bottom of the lake after that?
A. Yes, I did.

Q. What kind of soil was there on the bottom?
A. Well, I didn't examine the soil—long after it was drained.

Q. How long after it was drained did you examine it?

A. The first attention I paid to it was along with Mr. Gabrielson—he broke some of my property there.

Q. That is the man who was just on the witness stand, is he? A. Yes—in the fall of 1910.

Q. What did you find the soil to be?

A. Well, the soil was different—some places we found black dirt and some places clay, and some places it was more or less peat—his land ran up to the north side up to the meander line and there was more peat farther north that came.

Cross-Examination

By Mr. Eckstrom:

Q. You say that is your property? A. Yes.

Q. That is the first time you ever paid any attention to what this thing looked like?

A. That is the first time I ever paid any attention to the soil.

Q. Your brother had gone in there out near the north shore?

336 A. He started to break—he went there in the spring when they opened up that land.

Q. Now, where is the deepest part of that lake?

A. Well, I always thought the deepest part was on the north side, east and west. Of course, that used to be more clear water, and the rest of it used to be more grass and weeds.

Q. Did you ever make any examination of the lake to find out? A. That is where I always used to go with the boat.

Q. You took the shortest cut you could?

A. The shortest cut and what was the best way.

Q. How far out in the lake would you go there—how far from the north shore?

A. Well, I should judge about a half a mile—I will not say for sure.

The Court: You ran along about a half a mile from the shore?

The Witness: I think that is the closest I could say.

Q. How much of that lake was weedy?

A. It was weedy on the south side and on the north side where I went.

Q. Right out in the middle it was all an open body of water, wasn't it?

A. It was places there, it was in 1908, the first year I paid any attention to it there was probably a half a mile square—it was kind of clear water—it was clear from the grass.

The Court: But this grass grew up out of the water—there was water where that grass was, wasn't there?

The Witness: Yes.

Q. There was water all over that entire place of so-called Mud Lake, during all of the time that you were up
337 there, until it was drained by this ditch?
A. No, not all the time.

Q. When was it dry?

A. In the summer, in 1899—I was down to that Section 18—I went out there and I got some sand for to plaster my house with.

The Court: Section 18?

The Witness: Yes. The water was farther west, and this side was dry, as far as I know—I should judge three-quarters of a mile of this sand.

The Court: That had been all under water?

The Witness: Yes.

The Court: And that was dry and it settled down and you went out there to get that sand?

The Witness: Yes.

The Court: How did you get out there to get that sand?

The Witness: I drove out there with my horse.

The Court: Did you drive with a wagon?

The Witness: It was kind of soft, but I drove out here with my wagon.

The Court: There wasn't any water from your place over there to there?

The Witness: There wasn't any water standing on the top of it.

The Court: It was wet?

The Witness: It was muddy.

Q. What time was that? A. 1908.

Q. What day of the year?
A. I don't remember the date, but it was in the fall.

338 Q. Did you go out to one of those gravel islands?
A. There is sand bars there.

Q. That is what you went out on, that sand bar? A. Sure.

Q. There was water each side of it?
A. Not on the east side but on the west side.

The Court: Water on the west side?

The Witness: Yes.

The Court: Was there water on the north side?

The Witness: No, I came [dwon] from the north.

The Court: You came down from the northeast, didn't you?

The Witness: Yes.

The Court: How about the north?

The Witness: It was with cambric and grass.

The Court: Was there water in it?

The Witness: Yes.

The Court: How close to where the river ran out of the lake out northwest from there, how is it there?

The Witness: That is where the cambric was.

The Court: Did that have water in it?

The Witness: I didn't see any.

The Court: Was there water south of it?

The Witness:

The Court: Was there water west of it? A. Yes.

The Court: Open water? A. Open water, yes.

(Witness excused.)

339 WILLIAM J. LABREE: Called as a witness on behalf of the Government, being first duly sworn, testified as follows:

Direct Examination

By Mr. Anderson:

Q. You live at Thief River Falls? A. Yes, sir.

Q. You are the sheriff of your county there? A. I am.

Q. Have been for a number of years? A. Yes, sir.

Q. How long? A. Very nearly twelve years.

Q. How long have you lived at Thief River Falls?
A. About 40 years.

Q. While you were living in Thief River Falls, did you have occasion frequently to go over in Marshall County in the vicinity of Mud Lake?
A. Not lately frequently—I did in the earlier days.

Q. Say, prior to 1910? A. Yes, sir.

Q. When would you say you first visited that country that is called Mud Lake, or the Mud Lake country?
A. That is about 27 or 28 years ago.

The Court: That would be about 1893, or '4?

The Witness: I believe it would.

Q. What time of the year, if you remember, did you go there in '93 or '4, whether it was fall, spring or summer?
A. It was in the month of June.

Q. Month of June? A. Yes.

Q. What was the condition of Mud Lake and in that vicinity at that time, as you best remember it?
A. Well, there was a lot of water all over that year.

Q. That was one of the flood years, was it?
A. Yes, sir.

340 Q. And the vicinity of Mud Lake was all water, that is not only the lake or the lake proper, but the surrounding land was covered with water, is that what you mean to say?
A. We took a boat from the old Solheim place, that is near Thief River—between Thief River and Holt and we took a boat and went across to the lake.

The Court: Was that between the Thief River and the mouth of that Mud River that comes out of Mud Lake?

The Witness: No, it is between Thief River and the Village of Holt.

The Court: Now, you say you went across the country—where did you start from?

The Witness: Started from Thief River and [yp] Thief River, to this Sorheim place.

The Court: Do you remember what section that is in?

The Witness: No, I don't.

The Court: Is it beyond the mouth of that Mud River, or this side of it?

The Witness: It is this side of it, from—[Muud] River.

The Court: How far would you say this side of Mud River?

The Witness: Just straight east of Holt.

The Court: Where is Holt.

Q. Here is a map of the county, showing Thief River Falls. Here is Thief River Falls. Now, where is Holt?

The Court: You went up to Thief River Falls, until you got up here to Holt?

The Witness: Yes. I don't remember how far these people lived out—I was a small boy—they lived close to the
341 river at that time.

The Court: When you got up there where did you go?

The Witness: We went straight across the country to Mud Lake.

The Court: In a boat? A. Yes.

The Court: All that is a low country? A. It was then.

The Court: You went right straight across there to Mud Lake?

The Witness: Yes.

Q. It was necessary to follow Mud Creek, or Mud River to get into Mud Lake at that time?
A. No, sir, it wasn't.

Q. You had a row boat, did you?
A. We had a flat-bottomed boat.

Q. When you got into Mud Lake could you row, if you remember?

A. Well, I don't just remember—If I remember distinctly at this time, we were coming on the west shore of the lake that night, but the storm came up and there wasn't any dry place to land, so we went across the lake in the evening and [stated] on what we call Wilcox's Island—that is that little grove across the lake near where that ditch comes through on the north part of the lake at the present time.

Q. You don't know whether that was '93 or '4?

A. I don't remember what year it was.

The Court: That Wilcox Island, I should say it must have been this high land here in Section 9, 41—you went across the lake, did you?

The Witness: Yes.

Q. Now, from then on, would you say that years ago you visited Mud Lake in the [vininity] for hunting or some other purpose?

342 A. Well, it is a number of years after that I was there—I was duck hunting.

The Court: You were there subsequently to that hunting, were you? A. Yes, sir.

The Court: What year was that?

A. Well, I wouldn't remember.

The Court: How many years ago was it?

The Witness: We were there almost every year until this was dredged.

Q. From what year?

The Court: They started in dredging there in 1910?

A. Yes, sir.

The Court: [Fow] how many years prior to that [tid] you use to go hunting up there at Mud Lake?

The Witness: I wouldn't want to say I was there every year, but I believe I was there almost every year.

The Court: From '93 or '4 until 1910?

A. Yes, sir. I was a small boy at that time; it was along about that time.

The Court: In the ordinary years how would you get up to Mud Lake?

The Witness: In the ordinary years, if you went up with a boat, you would have to take the boat from Thief River Falls, up Thief River, through Mud Creek.

The Court: Up Mud Creek to Mud Lake? A. Yes.

Q. Take an ordinary year, will you describe that body of water to us that you call Mud Lake?

The Court: Now, you go up this Thief River or Mud
343 Lake. Then you go up into Mud Lake? A. Yes, sir.

Q. Just describe how Mud Lake would look in the ordinary years?

The Court: When you came into it, was it a big body of water?

The Witness: It did.

The Court: How about 1902 or '03?
A. There was a lot of water all [ofer] at that time.

The Court: You would come out of this Mud Creek—would you know when you got out into the lake?

The Witness: You sure would.

The Court: Would it be wet—water? A. Yes.

The Court: How big?

The Witness: There was those groves there.

The Court: What do you mean by that?

The Witness: That is Wilcox Island.

Q. We are not speaking of the year that you had a flood.

The Court: I am talking about the ordinary year. When you came out into that lake, there would be a body of water in front of you?

The Witness: It is pretty hard for me to answer that question. I didn't pay any attention to it at that time.

The Court: How would it appear to you—quite a lake?
A. Yes.

The Court: When you would get out of that river you would run into a lake, or you would call it a lake?

The Witness: I don't know as I would call it a lake, because in certain places you would have to [poll] to get through.

The Court: Would there be water on it as you looked at it?

The Witness: Yes, sir.

344 The Court: Some places it would be deeper than others, is that the idea?

The Witness: Yes.

The Court: Some places it would be so shallow you would have to [poll] your boat through? A. Yes, sir.

The Court: In other places deep enough to pull through?

The Witness: Yes, deep enough to swim.

Q. And then, of course, some years it would vary when you would have a heavy flood—when it was dry, it would be drier and you could hardly pull across and some years you could [poll] across? A. Of course, it would vary.

The Court: Where would you station yourselves?

The Witness: Well, we would go up that Mud River.

The Court: And get into the lake?

The Witness: And get into the lake and go along the southwest shore of the lake.

The Court: Was that a well-marked shore?

The Witness: Well, there was a recess in it.

The Court: Was it a well marked shore? A. Yes.

The Court: In other words, higher than the swamp land around?

The Witness: Yes, it was.

The Court: Had some trees on it? A. Yes.

The Court: Had some sand showing?

The Witness: I don't remember the sand—I remember the willows. We used to hide in the willows.

The Court: Distinguished marked lake shore, is that the idea?

The Witness: Yes.

345 The Court: Then you would come along there—where you would stay at night?

The Witness: If we didn't have a place to come there, on south there, we would go across to Wilcox Island.

The Court: You would cross the lake to that high piece of land?

The Witness: Yes, sir.

The Court: But suppose you didn't want to go there, could you come along the south side of the shore of that lake?

The Witness: Well, I can't remember of ever coming there only that one first night—the first night we went to the lake when we cut across the country.

The Court: Did you camp there at that time?

The Witness: We [camp] there until two o'clock at night.

The Court: On the south side of the lake?

The Witness: Yes.

The Court: Did you find dry land enough to make your camp?

The Witness: It was when we first started, but it was a heavy wind that night and it blew the water into the tent.

The Court: That is a low flat country all through there?

The Witness: Yes.

The Court: Now, you say you stationed yourself along the southwest shore of the lake?

The Witness: Yes, sir.

The Court: Would you ever go out into the lake—where would the geese fly?

The Witness: The geese would most always stay in
346 the center of the lake.

The Court: Out in the open water? A. Yes.

The Court: How would you get at them?

The Witness: We couldn't get at them there.

The Court: Well, didn't you get them?

The Witness: We would get them when they would fly across going south—they would go out in the morning and come back in the evening.

The Court: The geese would stay in the lake at night?
A. Yes.

The Court: And then in the morning they would fly south and go down to their feeding ground and fly back late in the evening, is that right? A. Yes.

The Court: As they would fly over that southwest shore there, you would get them? A. Yes, sir.

The Court: Was there ever a time when the water was so shallow that you could wade out with your boots to shoot these geese? A. Not while I was there.

The Court: In other words, there was water and you couldn't get them? A. Yes, sir.

The Court: How far would those geese be away from you when you were out there in the middle of the lake?

The Witness: Beyond gun shot.

The Court: That lake looks like it is about four miles wide on this map.

The Witness: That would be out of reach, any way.

The Court: That lake is about three miles each direction?

347 The Witness: Yes.

The Court: Would there be open water for those three miles?

The Witness: I couldn't say as to that.

The Court: Would it look like it? A. Yes, it would.

Q. Have you ever waded across that lake?
A. No, sir, I never have.

The Court: You have never poled across there, except to go over to that Wilcox Island? A. Yes.

The Court: What you call Wilcox Island was a high piece of land northeast from the lake? A. Yes, sir.

The Court: Away from the lake in ordinary weather—in times of flood the water would go up to Wilcox Island?

The Witness: Yes, it would.

The Court: But in the average year, Wilcox Island, there would be a swamp between the lake and the island, wouldn't there, on the northeast?

The Witness: Yes, it would there.

The Court: When you go to the island to camp after you leave the lake proper, you would have to go across some swamp land to get to that island?

The Witness: I remember we had to push the boat in through the cambric to get into the island.

The Court: You came from the other side of the lake over here?

The Witness: Yes.

The Court: You would go up there and you would either have to pull or push? A. Yes.

The Court: To cross that strip [thrre] between the island and the lake proper, is that the idea?

348 The Witness: That strip [sjows] lands, but it wasn't land at that time.

Mr. Eckstrom: This island is right out in the lake.

The Court: Oh, well. Wilcox Island is away this side?

The Witness: The island is next to this creek that comes n through here.

The Court: That was a high island out in the lake?
A. Yes, sir.

The Court: How big was that island?

The Witness: Oh, it wasn't very big.

The Court: As big as this room?

The Witness: About six or seven acres, I think.

Cross-Examination

By Mr. Eckstrom:

Q. That island was what kind of soil?
A. Well, I don't know as to the soil—there was trees on there.

Q. What kind of trees on there?
A. I believe they are hardwood.

Q. Big elms? A. Yes, they were.

Q. Birch trees?

A. Not so very big at that time, but they were quite good sized trees.—I mean at the time I was there.

Q. That was the first time you were there?
A. Yes. Of course, I have been a great many times since.

Q. But this little island that you found up there that you ran a camp on had a lot of native hardwood timber on it?
A. Yes, sir, I know it was hardwood timber.

The Court: Did it have any poplar? A. Yes.

Q. There was water all around this island and you got over there with the boat? A. Yes.

349 The Court: When you got on that island would the water be all around you?

The Witness: I don't believe it would. I don't remember going around, but I think on the northeast of that was marsh.

The Court: Grass and water? A. Yes.

The Court: Any grass in the—any water in the grass?

The Witness: I believe there was if I remember rightly.

The Court: So you could push the boat through it?
A. Yes.

Q. Now, every year when you went up there hunting, that was a great hunting ground, wasn't it? A. It was.

Q. You had a number of your fellow townsmen that used to stay up there for hunting for the market? A. Yes, sir.

Q. You know Mr. Knox? A. I do.

Q. He made a practice of hunting there every fall, that is true, isn't it? A. It is true.

Q. He had a camp out there on this island?
A. Well, I don't know where he camped—I know he was there—that is all I know.

Q. Were you up there before this ditch went in through there—just the [yeat] before?
A. No, I wouldn't say as o that.

Q. Were you ever up there when Mr. Wilcox used to run up there with his gasoline boat? A. Yes, sir.

Q. Did you ever see him up there with his gasoline boat?
A. No.

Q. Do you remember the gasoline boat he had?
A. No, I don't.

Q. You didn't see it there at Thief River?
A. He may have had it there, but I didn't pay any attention to it.

350 Q. Were you up there when Mr. Arpin had that boat of his?

A. I don't remember the boat, but I remember the fact Mr. Arpin was there.

Q. Do you remember his having a gasoline boat some other place.

Mr. Anderson: That is Defendant's Exhibit 1 you are showing him.

A. I don't remember it out there.

Q. You were never up there when these launches were running around up there? A. No, not at the lake, I wasn't.

Q. You never saw any of the launches up at Grygla?
A. Not only when I seen them leaving Thief River.

Q. You understood they were on their way up to Grygla?
A. Yes.

Mr. Anderson: That is going up Mud River?

The Witness: Yes, across the lake and up Mud River.

(Witness excused.)

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351 MICHAEL SOREM, Called as a witness on behalf of the Government, being first duly sworn, testified as follows:

Direct Examination

By Mr. Anderson:

Q. Mr. Sorem, where do you live?
A. I live at Middle River.

Q. How far from Mud Lake is that?
A. Well, sir, I don't know.

Q. Have you ever lived in the vicinity of Mud Lake?
A. No, but I lived about six or seven miles west of Mud Lake.

Q. On what section?
A. Well, sir, I forgot about that, too.

Q. How long did you live there, six or seven miles west of Mud Lake, for what period of time?
A. I lived there for five years.

Q. What five years?
A. I came there—I think it was 1901.

Q. Lived there until '06?
A. Yes, something like that.

Q. You homesteaded there, did you? A. Yes.

Q. Now, will you tell us the condition of Mud Lake as you saw it for the five years that you were there?
A. Well, we used to go up there every summer, just as the other boys said, for hunting and I crossed the lake there and sometimes I found that lake was full of water so we had pretty fair rowing; some places where we had to push the boat ahead for a few rods again.

Q. And sometimes what?
A. Sometimes it was less water in it.

Q. What would you have to do then?
A. Well, we would have to push it so much away with a stick or with our oar, or shove it ahead.

Q. Do you remember the year there—were you there the year 1900, when hay was cut from the bottom of the lake?
A. Yes, sir, I was there then.

Q. Do you remember that year? A. Yes, sir..

352 Q. Did you see the lake bed that summer?
A. I don't know what year it was, but I was there the year that they cut the hay there—we drove across that lake with a team.

Q. You drove across with a team? A. Yes, sir.

Q. Did you ever walk across it that summer?
A. No, I didn't walk across it, but—we walked part of the way out—it was pretty soft some places, but we had no load and we got up to the creek where it comes from the east into the lake, with the team.

Q. But the rest of the years there would be water to a certain extent over the entire lake bed? A. Yes.

Cross-Examination

By Mr. Eckstrom:

Q. Well, this was a distinct body of water, wasn't it—you could see the bank and it was a round lake?
A. Well, it looked to be a round lake there.

Q. An open body of water?
A. It was sometimes and sometimes it wasn't very much when I was up there.

Q. When you first came up to that country you went to town a good many times in a boat?
A. I didn't live up there by Mud Lake—I lived off of Mud Lake about seven miles.

Q. But you had provisions brought up to you by boat?
A. I don't remember—I think we did once, or else we drove with the team where I lived, down to Thief River.

Q. But that was the general means of getting supplies up into your neighborhood, by using a boat and coming in from Thief River?
A. Not very much around where I lived—they gen-
353 erally went with the horses and oxen.

Q. You know Mr. Peterson? A. Yes, John Peterson.

Q. Didn't he help you with supplies up there, by means of a boat? A. I think once.

Q. You say that he did once? A. Yes.

Q. When was that?
A. I don't know—I can't tell you the year.

Q. When did you first see the lake?
A. I think the first time—I aint quite sure, but it was either 1898 or '99, that was the first time I saw that lake.

Q. How far were you from Mud River? A. At that time?

Q. Where you settled—you say you stayed here, you say you stayed east of the lake? A. West of the lake.

Q. I beg your pardon. Where did they cut this hay in 1900?
A. Well, the time we did cross direct they cut it right on the west side of Mud Creek coming into the lake. There was, I suppose, cutting on the west side and if I aint mistaken I think they cut some on the east side of the creek up there, but they hadn't very much at the time I was there,

but they got lots more hay, I heard, but it was cut on both sides of the creek.

Q. Just where the creek goes out of the lake?
A. Runs into the lake.

Q. At the northeast corner? A. Yes.

Q. How did you get over there?
A. We drove over there with the team.

Q. On the north side?
A. On the north side into the cambrics there.

Q. That is where you were driving on the north side
354 of the lake into the cambric? A. Yes, sir.

Q. And these cambrics extended out into the lake how far? A. Oh, I don't know—quite a ways.

Q. But how far, how many rods? A. Quite a ways.

Q. Five rods? A. It was more than that.

The Court: Quarter of a mile?

The Witness: It may have been some place—I will say about 25 rods, or 30 rods,—that is just a guess.

Q. How far in on the lake bottom did they get grass over there on the northeast corner?
A. They hadn't cut in there on the lake at the time when I was there, but I heard they cut quite a lot later on, but whether it was on the lake bottom or on both sides of the lake farther up.

Q. Did you see any grass growing on the lake bottom on the northeast corner? A. Yes.

Q. What kind of grass was growing there?
A. Common grass—that was after the ditch went through.

Q. I am talking about 1900—you said they were cutting hay there in 1900? A. Yes.

Q. What kind of grass was growing in the lake there in the northeast lake in 1900?
A. They weren't cutting along the lake when I seen it—they were cutting on both sides of the creek and came into the lake.

(Witness excused.)

Mr. Anderson: I want to offer these in evidence.

Mr. Eckstrom: There is no objection to any of these
355 with the exception of Exhibit A-3.

The Court: What is that.

Mr. Eckstrom: That is a communication from the assistant commissioner to the registrar receiver of the land office at Crookston, Minnesota. That is a letter.

The Court: What is it about?

Mr. Eckstrom: It pertains with reference to an opinion rendered by the Attorney General, and also with reference to some instructions with reference to issuing certain patents. That is objected to as immaterial and irrelevant.

The Court: Well, we will take it in here, whether it does any harm, or not.

Mr. Anderson: Then the exhibits F and A-4 are received in evidence.

The Court: Yes.

(Recess)

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356 TOM C. SEVERSON, Called as a witness on behalf of the Government, being first duly sworn, testified as follows:

Direct Examination

By Mr. Anderson:

Q. Where do you live?
A. I live about two miles and a half from Mud Lake, southwest.

Q. How long have you lived there?
A. Oh, I have lived there since '95.

Q. Since 1895?
A. That is, first when I came there I lived on the west side of the river.

The Court: How long have you lived at that place where you are living now?

The Witness: Since that reservation opened up—I don't remember.

Q. Can you speak louder?
A. I took a homestead there at the time the reservation opened up.

The Court: What year was that, do you remember?

Q. Was it before 1900? A. Yes—1906, I guess.

The Court: 1896?

The Witness: I think that is right.

Q. That is two and a half miles southwest, you say, of Mud Lake? A. Just about.

Q. Before that where did you live?
A. I lived on the west side of the river.

Q. West side of Mud River? A. Yes.

The Court: Thief River? A. Thief River.

357 Q. How far from Mud Lake?
A. Two and a half miles about.

Q. This is before 1896 you lived two and a half miles from Mud Lake? A. Yes.

Q. You lived the same distance?
A. Yes, just moved across the river.

Q. When did you first go in there? A. In 1895.

Q. Where did you come from? A. From Dakota.

Q. From North Dakota? A. Yes.

The Court: On what section did you take your homestead up there in the reservation?

The Witness: The southwest quarter of Section 28, Town 156, Range 42.

The Court: Well, then, you were right along the Thief River?

The Witness: Yes.

The Court: On the east side of Thief River when you took up your homestead?

The Witness: Yes, sir.

The Court: The southwest quarter of Section 28?
A. Yes, sir.

The Court: Now, I have you located. Prior to that time you were living north of there, about two and a half miles northwest of Thief River—prior to that you lived in Section 29, on the other side of Thief River? A. Yes.

Q. Now, when you came there in '95, if you know, what was the condition of Mud Lake—will you describe it to us?

A. Well, there was water in there and water more or less over all the swamp.

Q. The whole country was covered with water?

A. It wasn't all covered—it was the burn-outs in
358 there—they were practically full of water. It had burned the year, they told me, before I came there and these holes were full of water.

Q. Did you have a boat at that time, that is, when you went there in 1895? A. Yes.

Q. Did you go upon Mud Lake?
A. We went up to Mud Lake.

Q. Tell us about whether you could row, or whether you had to push your boat?
A. We could row some places and other places we had to push it. We went up Thief River until we got into Mud Creek and then we went up Mud Creek [unto] Mud Lake.

Q. What about the grass in the lake when you first came there in '95, do you know anything about that?
A. Well, there was some cambric under the edges and around the island and other places.

Q. How many islands were there in the lake?
A. There was either three or four of them.

Q. Three or four islands? A. Yes.

The Court: Small islands?

The Witness: No, they were small.

The Court: Was water all around each island? A. Yes.

Q. What was the dryest you have ever seen that lake?
A. In 1900.

Q. You have done considerable shooting and trapping up there all the years you have been there? A. I have.

Q. Shooting ducks and geese and various game? A. Yes.

Q. You used to get over onto this Mud Lake quite a bit?
A. Yes.

Q. Now, tell us about the year 1900, what was the condition of the country that year?

A. Well, the water was very low—you couldn't by
359 any means use a boat.

Q. You couldn't use a boat?

A. No. It was a little water in the lake here and there where the lowest places was—otherwise it was muddy, but you could walk around most all over the lake.

Q. Did you do that? A. Yes, sir.

Q. What about grass—was there grass growing all over?
A. Well the grass shot up more from the shore where it had been drier.

Q. Did you ever see any fish in Mud Lake?
A. I did, but they were all dead that I had seen.

The Court: In other words, they got in there at the times of high water and when the water went down it wasn't water enough to keep them alive? A. Yes, sir.

Q. After 1900, why, there was more or less water there in the lake up until the time it was drained?
A. In the fall of 1900, in the latter part of September, it started to rain—let me see—September and it rained until it filled up everything again.

The Court: Filled the lake up again?

The Witness: Filled the lakes and swamps and the whole thing. You could take a boat and go across any old place if you wanted to.

Q. Well, then after 1900 and up until the time it was drained, you used the boat in the lake and some places you could row and some places you would have to push it and some places you would have to [poll] it, is that right?
A. Yes, sir.

Q. Other places the weeds would be so long you could
360 hardly get through? A. Yes, sir.

The Court: What do you mean by weeds, cambric?

The Witness: All kinds of grass.

The Court: The grass that grew up out of the water and through the water? A. Yes.

The Court: Would there be water in the grass?
A. Sometimes.

The Court: It would stick up out of the water? A. Yes.

Q. You would go over there at the lake and do considerable shooting during the fall of the year? A. Yes.

Q. You always used boats—did you ever cross the lake by boots? A. With boots?

Q. Yes. A. Yes, sir.

Q. You crossed the lake in boots, not using the boat at all? A. Yes, sir.

Q. That is leaving out the year 1900? A. No, I do not.

Q. Only in 1900? A. Yes, sir.

Cross-Examination

By Mr. Eckstrom:

Q. Do you know where Mud River connected Mud Lake with Thief River? A. Yes, sir.

Q. How is the water in there in 1900? A. It was all dry.

Q. That was all dry? A. All dry.

Q. How was Thief River in 1900?
A. That was pretty near all dry, except a few spots where there was deep holes.

Q. You could walk across Thief River almost anywheres?
A. Yes, sir.

Q. But at that time even when the lake was low, there
361 was still a big body of water?
A. Not very big—it was water here and there in the lowest spots of the lake where it was deep.

Q. Wherever it was the deepest? A. Yes.

Q. Now, the lake had a well-defined shore line—it had willow trees growing on the shore line, didn't it? A. Yes.

Q. You had no trouble in finding the lake? A. Oh, no.

Q. It was a great shooting ground? A. Yes.

Q. For years there [there] were hunters who came from far and near and went there hunting, that is true, isn't it?
A. Yes. They had plenty of water, so the game would come in.

Q. And the hunting was usually in the fall of the year?
A. Yes.

Q. In the fall of the year up there in our country, the water is usually at the lowest stage around September when the hunting season is on? A. Yes.

Q. And the hunters all come there equipped with boats?
A. Yes, most all had boats along.

Q. All of the farmers living along the lake there were supplied with boats? A. Yes, most all of them.

Q. People living on the other side, they would go down to (?) store and those that had to go to Thief River, they would use Mud River and the lake and Thief River as their way to travel with the boats?
A. They did a lot of traveling on the Thief River with boats.

Q. During the summer time the people up there at Grygla and Liner and all along Mud River there, that is the way they had you bring their stuff to market and that is the way they brought it back, by boat, going up the river,
362 I mean during the summer time.
A. It was part of the summer they drove a good deal from Grygla into Thief River.

Q. You remember living right there at the river the year before this lake was drained—well, we will go back to 1909, for instance, before there was any particular talk of any drainage—do you remember the fall of 1909?

The Court: Before they began to dig the ditches?

The Witness: Yes.

Q. Do you remember Mr. Wilk being up there with the gasoline launch? A. No, I don't.

Q. You never saw him up there?
A. I have seen him there, but I never seen him go up with the gasoline launch.

Q. Did you ever see Mr. Arpin of the Northwestern Drainage Company, use the [gaoline] launch? A. Yes.

Q. You remember that big launch he had? A. Yes.

Q. He used to go up Thief River with it? A. Yes.

Q. You have seen him in on the lake with that launch, have you? A. No, I haven't.

Q. Did you ever have occasion to go up there when he was there?
A. I seen him have it on the river when they were there with the dredges, [bu] not on the lake.

Q. You saw him go up to Grygla then? A. No.

Q. Where did you see it?
A. Down by where they had the dredges west of Mud Lake there.

Q. I will show you this Exhibit 1, and ask you if you
363 recognize that boat—did it look like that?

A. Well, of course, I can't remember, but I really knew the boat—it was the boat that Winton used to have there and they had it there to take all the dredged stuff along the river from the [sotuh] of the river—I have seen them use it on the river.

Q. You know Mr. Arpin? A. Yes.

Q. Do you recognize Mr. Arpin there, the gentleman that is back there? A. No.

Q. You notice on the side of that is a barge—did he pull a barge of that kind with it?

A. I never seen him pull anything on the side of it, but he had big barges behind it.

Q. What was he pulling there at that time?

A. He was pulling up big booms and he was pulling boilers and a lot of heavy stuff, the machinery for the dredges.

Q. Now, the big floating dredges that were used in building this large canal were built right there at Thief River, not very far from your place? A. I know the spot.

Q. All of these big booms and great big timbers and engines and everything that was used in connection with that work was pulled up with this boat on the barges tied on behind?

A. Yes, sir, except that is the boat that belonged to Winton, I believe.

Q. You don't know, but the boat you are talking about is the boat Mr. Winton had at Thief River Falls and one that Arpin was using up there on the work?

A. Yes. Ole Peterson was running it.

Q. Now, you say at the time that you saw the fish up
364 there at Mud Lake, they were—what year was that?

A. There was different times in the summer that I happened to run across dead big beautiful fish that I seen dead in the lake.

Q. As a matter of fact, weren't there a lot of pickeral and pike and suckers in that lake?

A. I never seen any of them in the lake.

Q. Now, as a matter of fact, didn't the farmers all through there fish by nets a good deal? A. In the lake?

Q. Well, in the lake, or near the lake?
A. I never seen fish caught in the lake, but I have seen them caught in the river.

Q. When they were caught in the river, what did they use?
A. Most anything they could catch them with, I suppose.

Q. As a matter of fact, didn't they usually go up there and put a net right across the river and take them up by the wagon loads when they were taking them, isn't that the fact?
A. They couldn't take them by the wagon loads from the river.

Q. They would get a pretty good load in one pull, wouldn't they?
A. I don't know how they did catch them—I never seen any loads of it.

Q. They came right there from the lake?
A. I never seen fish caught in the lake, but I have been over it lots of times, but I have seen lots of them dead.

Q. You never fished up there? A. I did some.

Q. Where did you do your fishing? A. In the river.

Q. How did you fish? A. With hook and line.

Q. Did you ever fish with a net?
A. If I had a chance I might do it, too.

365 Q. Now, weren't all these fish that you caught there, weren't they raised right there in the lake?
A. Oh, no, not one of them.

Q. Where were they raised?
A. Down in the deeper waters, down on the Red Lake River.

Q. Do you mean all the fish you had up in your country would come up Thief River from down below?
A. Yes, sir.

Q. You don't know where they came from?
A. I don't know where they came from, but from some deeper water where they could stay all winter.

Q. You know that Thief River moves into Red Lake and the river down there [there] at Thief River Falls?
A. Yes, sir.

Q. Red Lake river comes from where?

A. Comes from Red Lake.

Q. Do you think the fish that you caught up there came from Red Lake?

A. I couldn't tell where they came from, but they came from below, anyway, up the stream, when the water was quite high in the spring and you could see the fish go up that river then.

Q. Now, we aren't caring about whether it is lawful to fish with a net, or not—we will just take conditions as they were up there a few years ago. Isn't it a fact there was a good many farmers that would stretch a net across Thief River just north of you there and that all of the fish that were caught in that net came up against the stream, or I mean went down with the stream and that all the fish came from the lake?

A. I don't know—I couldn't tell where they came from.

Q. Were you ever out there watching them pull in a net?

A. Yes, of course, you could see—as the fish was in
366 that net, it was twisted up in the rope, especially—you couldn't tell which way he came into that net—I couldn't say if he came with the stream or against the stream, or nobody can.

Q. You can pretty near tell the way they pulled in the net? A. No, you can't.

Q. You can't? A. No, sir—I can't, anyway.

Q. Were there any cambric up there along the west side of the lake? A. Yes.

Q. How much?

A. Not so much of it—there was quite a bit of it from the outlet of Mud Creek and up along the shore a ways.

Q. How far south?

A. Well, it would reach, anyway, eighty rods and probably more.

Q. And then how far into the lake would they go?

A. Quite a ways in the lake.

Q. Now, down around on the west side there where the ditch tapped the lake, there was no cambric around there, was there? A. No, there wasn't.

Q. On the south side towards Ring's place there and Buckmand's, the [shire] line was well defined and had a gravel bed, didn't it? A. Yes, part of it.

Q. When you went up there hunting in the fall did you go over to the islands? A. Yes, sir.

Q. Always used your boat?
A. Oh, no—not always. I waded across with hip boots sometimes to the island.

Q. From which way would you go then?
A. I would come in generally from the west, coming from home—I went across there with Judge Greenland in
367 1910—we walked across to that first island.

Q. In the fall of 1910? A. Yes.

Q. Well, there was quite a little water around there then, wasn't there?
A. There was some on the west side of that island.

Q. But around the shore line, I presume, for quarter of a mile, it was good and dry, wasn't it? A. Oh, yes.

Q. You and Judge Greenland never walked across there before 1910? A. He was pretty tired.

Q. You were glad to use the boat before 1910? A. Yes.

Q. Before 1910 you were always glad to use the boat? A. Oh, yes— I used the hip boots.

Re-Direct Examination

By Mr. Anderson:

Q. That lake was tapped in August 1910? A. Yes, sir.

Q. It was drier in the fall of 1910 than it had been in the previous years?
A. Oh, yes. They were still working in the lake—they were up into the lake, I should judge about—oh, they must have been into the lake about a mile.

The Court: They had dredged up Mud River, Mud Creek, hadn't they? A. Yes.

The Court: Then they had gone out into the lake and dredged it about a mile into the lake when you were there?
A. Yes.

The Court: Of course, that would take the water off into Thief River? A. Yes, sir.

The Court: That is the reason you had a low lake?
A. Yes.

The Court: The water was run into Thief River?

368 The Witness: Yes—they held it back quite a bit with the dam.

Q. Had you waded across before the year, 1910, yourself, alone? A. Yes.

The Court: Did you ever wade across to any of those islands in any year between 1900 and 1910? A. Yes, sir.

The Court: Would there be water all the way?
A. Pretty well.

The Court: But you had high hip boots? A. Yes, sir.

The Court: Came up above your waist? A. Yes, sir.

The Court: You waded through there? A. Yes, sir.

The Court: How deep would you go down?
A. Well, the water [on] places would be probably a foot deep and some places shallow, but, of course, the mud was soft.

The Court: And would the water be in some places two or three feet deep? A. No.

The Court: Then you sank down into the mud? A. Yes.

(Witness excused.)

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369 SVENKE G. SVENKESON, Called as a witness on behalf of the Government, being first duly sworn, testified as follows:

Direct Examination

By Mr. Anderson:

Q. Your name is Svenke G. Svenkeson? A. Yes, sir.

Q. Where do you live? A. I live out at Mud Lake.

Q. In the lake? A. Close to the lake.

Q. How far from the lake?
A. Within a few rods from the lake—that is, my land goes a half a mile about from the lake.

Q. What is your land, what section?
A. Sections 11 and 14.

Q. Is that 41 or 42? A. 42—156—42.

Q. That is bordering on Mud Lake? A. Yes.

Q. How long have you lived there?
A. Most all of my life—that is, I came there—I was born not in Marshall County, but then I didn't live on that place all the time.

Q. How long have you lived on that place?
A. I have lived there since 1910—before that I lived across the river.

Q. Before that where did you live?
A. Oh, about—I lived in Section 21 of the same town right along the river, straight west of the lake.

The Court: How long did you say you lived in these sections 11 and 14?

The Witness: Since 1910—I filed on the homestead there then.

The Court: Before that you lived where?
A. Section 21.

The Court: Before that you lived on the west side of the Thief River, didn't you?

370 The Witness: Yes, right on the river bank.

Q. About two miles from the lake?
A. Yes, just about.

Q. How long did you live on Section 21?
A. Since 1890, I think—I came up there with my parents.

Q. How old a man are you now? A. Thirty-eight.

Q. So you were about what age?
A. Seven or eight years old.

Q. You were about seven or eight years old at the time your parents moved on that section? A. Yes.

Q. What is your first remembrance of this Mud Lake?

The Court: This land that you were living on in Sections 11 and 14, then, that came up to the border of the lake?

The Witness: No, not quite.

The Court: It isn't up to the border of the lake? A. No.

The Court: Your land doesn't reach to the lake?

The Witness: No, it doesn't come up to the lake.

Q. What is your first recollection of any impression of Mud Lake—how far back?

A. I remember at that time, but not so very well, since the first summer we were there.

Q. Since back in '90? A. Yes, I can remember it.

Q. Do you have a separate recollection of it back in '90—tell us what kind of a lake it was? A. No.

Q. How long after that would you say you are able to give us a description of the lake?

A. Well, I couldn't say for sure.

Q. When you were eleven or twelve years old?

A. Oh, yes—I remember it since then, but you see I never paid much attention to the time of the year, but it was pretty dry, I remember that, the first year I was there,
371 quite a dry year.

The Court: Mr. Anderson asked you how old were you when you have a good recollection of that lake.

The Witness: Oh, about twelve years old, or something like that.

Q. You are thirty-eight now? A. Yes.

Q. That would be about '94?

A. Yes, I remember about that then.

Q. Describe the lake to us at that time?

A. Well, just an open lake in '94, as I remember it.

Q. An open body of water there, was there? A. Yes, sir.

Q. It wasn't covered with brushes, or anything like that at that time? A. No.

Q. Did you go out into that with a boat?

A. No. We used to go out to the lake sometimes.

Q. When did you first go on it with a boat?

A. About '95—I think then I rowed it with a boat.

Q. How did you get across it, did you row or [illegible] it?

A. We used to row then.

Q. Could you row all the way across?

A. Yes, in the summer we could.

Q. In the summer? A. Yes.

Q. How about the fall?

A. There was a while in the fall I don't think we could

row.—of course, I never tried to row across it in the fall, but you couldn't very well go across with the boat in the fall.

Q. Why not? A. The water was too low.

Q. Was that the general condition up until the year
372 1900, would you say?

A. Oh, no—there would be plenty of water—in the spring of '96 we had plenty of water again.

Q. In the spring you would have plenty of water and then in the fall you wouldn't?

A. There was quite a lot of water that year all summer of '96.

Q. How about the rest of the country, was that flooded, too? A. Yes, in '96, [iy] was.

Q. Then do you remember the year 1900?

A. Yes, I do.

Q. That was the dry year, was it? A. Yes.

Q. What was the condition of the lake bed that year?

A. Well, it was pretty dry, as I remember it.

Q. Did you go down there that summer?

A. Yes, I did.

Q. Did you see the bed exposed? A. Oh, yes.

Q. Did you walk across it? A. Yes, I did.

Q. Did you cut any hay down there? A. No, I didn't.

Q. Do you know whether anyone did?

A. Why, yes—I know particularly they were cutting hay around there, but not in the center of the lake bed, or anything.

Q. And then after 1900, up until the time it was drained, from 1900 to 1910, it would be about the same as it had been from '94 to 1900, would it—that is, in the spring you would have water there and you used a boat and then in the fall it would dry up, and you could use a boat with some difficulty, is that right?

A. Yes, in a way—it used to be, I guess at that time the weather would go to extremes. It would be real dry, or else rain a whole lot.

Q. When it was dry what about the use of the boat on the lake?

373 A. It wasn't very often it got so dry you couldn't go with the small boat.

Q. Did you ever see any fish in the lake?
A. No, I never really looked for fish there.

Q. Did you ever see any?
A. Yes, I have seen fish there.

Q. In the lake? A. In Mud Lake, yes, I have.

Q. What kind of fish were they?
A. [Pickeral], I think—probably some suckers.

Q. Yes.
A. Different kinds of fish came up the river.

Q. What about the lake freezing through to the bottom in the center, do you know anything about that?
A. Yes, sir.

Q. Would it, or would it not freeze through?
A. It used to freeze.

Q. It used to freeze every winter? A. Yes.

Q. So it would be impossible for fish to freeze there?
A. There never could be any fish there in the winter time.

Q. There couldn't any fish [lived] there the year around?
A. No.

Q. Whatever fish you did see, they would come up the river from Thief River Falls, or some place?
A. Yes, they would come up the river in the spring when the water was high, and they would go down again when it was dry and they would get caught.

Cross-Examination

By Mr. Eckstrom:

Q. You say your first recollection of this lake is 1894?
A. Well, I can remember before that, but not so very well —I remember when we came there.

374 Q. At that time it was a large open body of water?
A. Yes, if I remember it, it was.

Q. They remained that way all summer long?
A. Yes, pretty much.

Q. And every year thereafter it was the same way?
A. In '94, there was water in it.

Q. It was a large open body of water? A. Yes.

Q. And year after year it was always the same until 1900?
A. Oh, yes, I guess it was pretty much.

Q. And the year 1900, you think that was the dry year?
A. Yes, I think it was.

Q. From that time on you saw the lake up until the time it was drained, didn't you?
A. Yes—about one year, I guess I was away—1909 I think it was I was away.

Q. It was always a large open body of water?
A. Yes, most of the time.

Q. Good banks? A. In places.

Q. Winter you drove across the ice? A. Yes.

Q. I believe you said on direct examination that you could always use the boat up there? A. Not always, no.

Q. It wasn't very often that you couldn't use a boat?
A. Not a small boat.

Q. A row boat, I mean?
A. We used to go over with little boats.

Q. You always hunted up there every year?
A. Yes, pretty much.

Q. You used to use your boat?
A. No, not always—I used to wade across that creek sometimes.

(Witness excused.)

(Adjournment taken until ten o'clock. March 2-22.)

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375 Morning Session, March 2, 1922.

CASPER J. DALE, Called as a witness on behalf of the Government, being first duly sworn, testified as follows:

Direct Examination

By Mr. Anderson:

Q. Your name is Casper J. Dale? A. Yes, sir.

Q. Where do you live?
A. I live fourteen miles east of Holt.

The Court: How far from Mud Lake?

The Witness: I live in Section 16, the southwest.

Q. That is in the bottom of the lake?
A. No, it is on the shore adjoining the lake.

Q. Section 16-41? A. Yes, sir.

Q. How long have you lived there?
A. Why, I lived in Mud Lake four years, but I homesteaded on the lake bottom in Section 7.

Q. Section 7 of 42?
A. The southwest in 7—lots 8, 9 and 10.

The Court: You say you live where?

The Witness: I am living this winter in Section 16.

Q. That is just about east?
A. East of the lake, about the southwest quarter in 16.

Q. You say you have taken a homestead in what section?
A. Seven.

Q. That is in the bottom of the lake? A. Yes, sir.

Q. When did you go on that land?
A. It was four years ago since I filed on it.

Q. Since 1918, or '16?
A. '16 I filed and 1918 I moved onto it, on the east [east] of the [southqest] quarter, 7, lots 8, 9 and 10 in 41. I am homesteading in the lake bed in Section 7, the southwest quarter.

376 Q. You filed on that section in 1916 and went on it in 1918, didn't really go on there until 1918?
A. I didn't really go on there in 1918—I started that in 1918.

Q. You cultivated, I suppose, part of it, didn't you?
A. Yes, sir, and I built the house we had—it isn't quite finished yet—that is why I am not living there this winter.

Q. Having lived on part of the lake bed would you say you are familiar with the soil in the lake bed all over the lake—what kind of soil is there?
A. It differs, the different soil—it differs even on a quarter section of land—you could say on every ten rods it is different.

Q. What kinds are there?
A. I broke some of my land this spring in the southwest corner of it and that is a peat—it isn't really the red or

black peat—it is, I should say, vegetation that has come in on the lake about three inches thick and before that there is a solid black dirt—that solid black dirt where I dug is two and a half feet deep, and then I struck that blue clay, or hard clay.

Q. What about other parts of the lake?

A. On the same piece I broke, I went ten rods farther and there I struck nothing but black dirt—there was no vegetation whatsoever on top—ten rods of that again I broke still a piece and there I found blue clay—while it is wet, of course, it is soft—it is soft after a flood, but in the ordinary times in the summer, in June and July it is really hard, like it is cement. That is the way in most places. Then there is forty acres on my brother's place in Mud Lake—there we went for forty rods and plowed up nothing but red
377 [ahses]—beyond that you could plow nothing—you could plow up a piece where there is wet sand, thin vegetation and black soil. I also plowed ashes on my land.

Cross-Examination

By Mr. Eckstrom:

Q. When did you first come to that country?

A. The first time I went through that country was in 1915.

Q. When did you move up there? A. 1918.

The Court: That is long after all these ditches had been put in there?

The Witness: Oh, yes, I went in there a year before the land was opened up.

Q. Your wife is one of the riparian owners? A. Yes, sir.

Q. That is the land you are living on? A. Yes, sir.

Q. What is the name of your wife? A. Alva Luella.

Q. Do you live with her now? A. Yes, sir.

Q. Now, during the year 1919, that was the year of the extreme flood up there, wasn't it? A. Yes, sir.

Q. You were living there at that time? A. Yes, sir.

Q. You are acquainted with Mud Lake township, particularly since you got there now? A. Yes, sir.

Q. When you got up there the farmers that were attempt-

ing to farm that land over in there were burning a good deal of the top soil, weren't they? A. Over where?

Q. In Mud Lake Township? A. Most of them, yes.

Q. Most of the farmers there in preparing their ground would burn the top and then they would plow down,
378 either plow down the ashes or go on in and seed right on top of it, that is true, isn't it? A. Yes, sir.

Q. That is the situation that that country was in when that great big flood from the east bore down upon you people, there, in 1919? A. Yes, sir.

Q. That flood was so severe that it almost covered that great big high dirt bank that was thrown up along side of the ditch, didn't it?

A. Why, it went partly over the grade some places.

Q. When you refer to the grade you mean that great big dirt bank? A. No, I refer to the State road.

The Court: Well, the State road is built on top of this dirt bank?

The Witness: One of them but not the other one.

Q. And the entire country all the way down to Thief River and all over was just one big lake, the whole country, wasn't it? A. Yes, sir.

The Court: Didn't the ditches take care of the water that year?

The Witness: It did with the water that came in Mud Lake, but when all the water in Beltrami County came down on us, we were in for it.

Q. Did this water come from Beltrami County?

A. The first 13 inches of rain we got, I had some flax on the quarter adjoining the lake and close into the lake shore —it was on the meander line, and there stood just about a foot of water covering about a half an acre. I drained that out and then the water came back on me on the morning of
the 4th, about two feet high—on the 14th of July—
379 this was the 6th of July—I had 44 inches of water in the house. I couldn't get out and my wife and baby had to stay there. It was on the lake shore.

(Witness excused.)

Mr. Anderson: Government rests.)

380 ARNE O. FLADELAND, Called as a witness on behalf of the Defendants, being first duly sworn, testified as follows:

Direct Examination

By Mr. Eckstrom:

Q. Mr. Fladeland, where do you live?
A. Grygla, Minnesota.

Q. How long have you lived up there?
A. Since the fall of '98.

Q. Grygla is located where?
A. In the eastern end of Marshall County—that is in 156—39, right on the banks of Mud River.

Q. Now, what is your business up there?
A. Well, at the present time, farming and garage business.

Q. When you first went up there what business did you engage in? A. General merchandise business.

Q. Have you been acquainted with that country ever since you moved up there?
A. Yes, I traveled over that country quite thoroughly.

Q. When were you first acquainted with the Mud Lake country? A. In the Spring of 1899.

Q. Are you acquainted with the general lay of that entire eastern country, [Marshal] County, as to waters?
A. Yes, sir.

(Map marked for the purpose of identification as Defendant's Exhibit 3.)

Q. I will show you Defendant's Exhibit 3, which is a map of Marshall County, and also shows the northern part of Pennington County, showing the City of Thief River Falls, and I will ask you if this map properly shows the Mud River that you have talked about? A. Yes.

Q. Now, then, this map here shows a river running
381 from the southeast of the county and striking the eastern part of Mud Lake? A. Yes, sir.

Q. What river is that? A. Little river.

Q. Where is Mud Creek on that map?
A. Well, they call this Mud Creek.

Q. They call the biggest part of that Mud River Mud Creek? A. Yes, sir.

Q. That is the river between Thief River and the lake they generally call Mud Creek? A. Yes.

Q. And then on the other side, the stream that runs up past Grygla and Liner, they call that Mud River? A. Yes.

Q. Where did all this water come from, for instance, that which strikes you at Grygla?

A. It rises 17 or 18 miles east of Grygla—east of that it goes over into the Rapid River, and then we get water from the northeast.

The Court: West of that divide and comes down towards you?

The Witness: Yes, sir—we also get it here from the northeast. to come down this river it takes it about up to this line here (indicating).

Q. That is the southern part of Beldt Township?

A. Yes. In case of high water, of course, we get the water from that off here—they used to tell us they got it from the Red Lake.

Q. That is from the southeast direction?

A. From the southeast direction.

The Court: You got water from this side of the divide, too?

The Witness: Yes.

382 Q. This Little River ran in practically the same direction as the flow of the country up there?

A. Yes. That is, the main water right in through here and then it comes in through here, and then it branches off and one runs east and one more to the south.

Q. Mud Lake was the [basis] of all that water?

A. Yes, sir.

Q. Have you ever traveled from Thief River Falls to Grygla by boat?

A. Yes, I made that trip five times that I went all the way home and then I was once or twice down to the lake.

Q. Have you had any of your goods brought up by boat that way?

A. Yes, we had a good deal of stuff rowed up—merchandise—when the roads were bad we took it by river and we had a row boat and also by gasoline launch.

The Court: How would you do it—you would go up from Thief River to the mouth of Mud Creek and then up Mud

Creek, and then across Mud Lake and then into Mud River, and then along Mud River right up and along by Grygla and Liner, that is the way you went?

The Witness: Yes. The first time I had to carry the load for 280 rods up there in that township.

The Court: Why did you do that?

The Witness: Because the sod floated up and the water went under the sod.

The Court: I know all about that.

The Witness: Then I think in the early spring of 1900, we shipped in settlers and our merchandise—and our merchants up there at Liner and we had a channel cut through
283 them 200 rods about six or eight feet wide, [throught] the peat so we could navigate the boat.

The Court: When was that?

The Witness: In 1900.

The Court: That was that dry year?

The Witness: It was dry in the spring.

The Court: That is when you did your work digging out that channel?

The Witness: Yes.

Q. What kind of boats were you using, row boats?
A. Row boats and gasoline boats.

Q. What kind of gasoline boats were you using in going up there?
A. Well, my brother-in-law built a boat there, I think, that was 22 feet long, with 25 or 30 hundred—I had a row boat that would carry 2500 of merchandise.

The Court: You mean 2500 pounds?

The Witness: 2500 pounds.

The Court: You say you took a gasoline launch?
A. Yes, sir.

The Court: And ran that up Thief River?

The Witness: It was through—really we took this channel.

The Court: I am talking about running up from Thief River Falls. A. Yes, sure.

The Court: You would go all the way up with the gasoline launch? A. Yes, sir.

The Court: And then you would go through that Mud Creek with the launch? A. Yes, sir.

384 The Court: Could you go across Mud Lake with the gasoline launch?

The Witness: Yes, sir.

The Court: Did you do it yourself? A. Yes, sir.

The Court: And then you would go up Mud Creek and on to Grygla?

The Witness: Yes, sir.

The Court: Ran that gasoline launch all the way up to Grygla?

The Witness: Yes, sir.

Q. Did you ever see Mr. Wilk come up there to Grygla with his launch?
A. I don't recollect him, but I seen others.

Q. Did you see Mr. Brown and Mr. Johnson of the bank up there in the year 1909?
A. Yes, if that is the boat, I remember it.

Q. How big a boat was that?
A. Well, it must have been 25 or 26 feet long.

Mr. Eckstrom: I will introduce Exhibit 3 in evidence.

Mr. Anderson: No objection.

Q. Will you describe to the Court Mud Lake as you saw it during the years you were up there—I mean during the ordinary times.

The Court: Ordinary water.

A. Well, about the only trip that I made there in the ordinary water was in the spring of '99.

The Court: 1899?

A. 1899—that was I think, about the first part of May.

The Court: Was that a wet year or a dry year?

The Witness: You might call it rather dry, if I recollect——

The Court: Go ahead.

The Witness: When we got into the lake there it was
385 all clear water.

The Court: How did you go up?

The Witness: I went in the row boat at that time.

The Court: From where?

The Witness: From Grygla on down.

The Court: You came down that time in a row boat from Grygla?

The Witness: I went down and made the trip also.

The Court: You went down this Mud River and went out into Mud Lake? A. Yes, sir.

The Court: That northeast corner there? A. Yes, sir.

The Court: Go ahead.

The Witness: We got into the lake there and it was all clear water and we rowed—I don't know—I am mixed up on directions there—I think it is a northwesterly direction, to that long narrow island where we camped over night.

The Court: How big were those islands out there in that lake?

The Witness: This one was 20 or 25 rods long and it was kind of narrow.

The Court: Just little islands?

The Witness: Yes.

The Court: Go ahead?

The Witness: And the next morning,—of course, we rowed off from there and straight towards the outlet. Well, we rowed across there about the depth of the lake—we began to dip our oars down and we kind of decided between
386 us that the water there was about two and a half feet deep between that island and the outlet.

Mr. Vaule: There was a sand bar connecting the island?

The Witness: It was a sand bar.

Mr. Vaule: On that sand bar the depth was about two and a half feet deep?

The Witness: Yes, sir.

(Photograph marked for the purpose of identification as Defendant's Exhibit 4.)

Q. I want to show you Defendant's Exhibit 4 and ask you if that is a fair picture of the bed of Mud Lake, or a fair picture of Mud Lake as you saw it at that time?
A. Yes, sir, it is.

The Court: Let me see that. Well, which direction are you looking from here?

Mr. Eckstrom: That is looking from the southeast towards the outlet. This picture was taken from the southeast with the camera looking towards [Mudd] Creek, or the lake outlet.

The Court: What is this frontage of timber up there on the upper side of that picture?

The Witness: It appears to me——

The Court: Answer my question. What is that—that looks like a little frontage of timber there on the upper side of that picture in the lefthand corner.

The Witness: That is timber along the lake shore.

The Court: And those islands, I suppose, would be out here to the right?

The Witness: There is one of them you can see here.

387 The Court: Then the shore is immediately beyond that?

The Witness: Yes, sir.

Q. Did you see any weeds in the lake at that time?
A. In what?

Q. Any weeds or what—any grass?
A. We seen some along the shore there, those weeds around there.

Q. How was the bed of the lake itself?
A. It looked clear then.

Q. Open body of water? A. Yes, sir.

Q. Have you ever been there since the lake was drained?
A. Yes, sir.

Q. Have you been out in that country east of the lake there?
A. I went along the main ditch there several times.

Q. Do you know what most of the farmers did out there after the lake was tapped?

A. Yes, they have been doing a lot of breaking and burning there. As a general rule down there in the country, they break up the bog and then burn the top sog.

Q. What kind of an ash does that form?

A. Oh, about the same as you burn straw, or something like that.

Q. Would they plow the land after they burn it, or would they seed on top of the ashes?

A. As I understood it, some of them plowed it and some of them just disced it and put it in, and some put it right on it.

Q. How many trips did you make on the lake after the one you have just described in the year 1899?

A. I made five more trips on the lake.

Q. Tell the Court when those were?

A. Well, the second trip was in the fall of 1900, when we had the big flood up there.

The Court: Very dry there during the summer and
388 very wet during [rhe] fall in 1900?

The Witness: Yes. Then we rowed across the lake and it was awfully stormy and the waves went right over the boat—we had to have one man dipping out of the boat —at that time we pulled the boat right over the lake shore what we judge to be a half a mile west of Mud Creek and then we went across the prairie and [donw] the river and we got down to Sorin's place.

Q. How did that flood compare with other floods you had had? A. Well, the flood we had here two years ago——

Q. 1919?

A. The water was a trifle higher, however, around Grygla, than this one in 1900.

Q. Up to the time that you had been in the country up to 1900, of course, that was the biggest flood you had had?

A. Yes, sir.

Q. Who did you have doing most of your boating for you when you were hauling up there, this merchandise?

A. I don t know—there is so many. I [thin]—oh, I had about a dozen different parties—I don't know who done most of it—my brother and my brother-in-law and George Williams at Thief River Falls, had a gasoline boat up there

on a few trips. I think Mr. Gabrielson was up there—I don't recollect whether he hauled any for me, or not.

Q. Well, how often would you have merchandise taken up that way?

A. Oh, I can't just tell you. Sometimes I had two or three boats at a time out—I can't recollect, but I had quite a number of boats every season.

389 Q. After the creamery was organized up there at Grygla, did they ship out their supply by water?

A. Yes, sir, they did in wet [seasojs] when the roads were impassable.

Cross-Examination

By Mr. Anderson:

Q. You live how many miles from Mud Lake?

A. It is seventeen miles by the road, or I think approximately fifteen or fifteen and a half straight across.

Q. You have lived there at Grygla all the time you have been in that country, that is, since 1899? A. Yes, sir.

Q. Since '99 you have made about six or seven trips altogether down to Mud Lake? A. I made five trips since 99.

Q. Including those that you went through the lake to Thief River Falls?

A. I made five trips before 1910; I guess I made a good many trips there after 1910, after the country began to get drained.

Q. I mean by boat? A. I made five trips.

Q. After August, 1910, you never made any trip to Mud Lake by boat through Mud Lake, did you? A. No.

Q. Now, do you want the Court to understand—did you have this gasoline launch, by the way?

A. No, I never owned it.

Q. Did you want the Court to understand it was possible at any time to operate a gasoline launch in Mud Lake?

A. At any time?

Q. Yes.

A. Well, I think they could get through there at any time, except probably that dry spring of 1900.

Q. Do you think in the fall of the year, if it had been a

dry summer, that they could get through there with a gasoline launch?

390 A. I think so—when I went there in '99, it was an ordinary year and there was plenty of water then.

Q. When did you go, in the spring or fall?
A. In the spring.

Q. In the spring as a rule you have more water than in the fall, don't you?
A. Not as a rule—in that winter we didn't have only a few inches of snow and no rain in the spring, so there was practically no water.

Q. What year was it you ran this gasoline launch across the lake?
A. Well, that was later—I think that was in 1907, or '08—I don't recollect just what year it was.

Q. That is when you ran this gasoline launch yourself?
A. I didn't run it.

Q. Was that a wet year?
A. Well, it was quite wet, yes.

Q. That is the only time you were on the lake with a launch in 1907 or '08? A. I think that is all.

Q. In other words, the reason you wouldn't run a launch to carry your supplies was because of danger coming through Mud Lake, wasn't it—that is the reason you used a row boat?
A. I didn't see any danger of running a gasoline boat through Mud Lake.

Q. On account of the [deptch] of the water?
A. I was never afraid of deep water.

Q. I know it, but would you be afraid of wherever the water wouldn't be, wouldn't you? A. That might be.

Q. You say in 1899, when you went through there you got about the [depty] of the lake and you measured it and you found it to be two and a half feet deep?
A. That is what we did, sir.

391 Q. That was an ordinary year?
A. Yes, I would call it ordinary—it was rather a dry spring.

Q. Do you mean to say that you could safely operate a gasoline launch in a body of water two and a half feet deep?

A. Yes, they can operate gasoline launches with less than a foot if they are built right—if they are built for the purpose of shallow water.

Q. But the ordinary launch you couldn't run it with two and a half feet, if there is a possibility of grass?

A. If these launches couldn't run in the water, the water would go over them, because they wasn't two and a half feet high.

Q. I don't understand it?

A. That gasoline boat wasn't as much as two feet and a half high, consequently, it could run on two feet and a half of water.

Q. But suppose there would be a little rough spot there and your boat would rock, would you be liable to hit bottom with your boat?

A. Well, I have been on it when it was rough.

Q. Anyway, a gasoline launch, it was an exception to run them in and around on Mud Lake?

A. I think so—I think it is an exception in most places in those early days.

Q. In 1907 and '08? A. Yes.

Q. The boats that you saw and that you yourself, as a rule, had, had to cross Mud Lake, were row boats, weren't they—that was your own boats?

A. Yes, mine were row-boats.

Q. Did you ever get stuck there when you would have to pull across? A. Not in the lake.

Q. That never happened to you? A. No.

392 Q. Towards the years 1907, '08 and '09, you noticed much more grass in the lake, didn't you, than in '99?

A. Late in the summer there was always some water lilies and some other grass you generally find in all lakes where there is a soft bottom.

Q. You don't feel as if you know a great deal about the lake having been there only five or six times in ten years?

A. I know it quite well.

Q. All you know about it is those five visits you made there in ten years, when you happened to go across it?

A. Yes, sir, sure.

Re-Direct Examination

By Mr. Eckstrom:

Q. Do you own any land in the vicinity of this lake?
A. No, sir.

Q. Are you related to anybody that is interested in this lawsuit? A. No, sir.

Q. Have you any interest in the lawsuit at all?
A. No, sir.

(Witness excused.)

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393 MILTON FORDER, Called as a witness on behalf of the Defendants, being first duly sworn, testified as follows:

Direct Examination

By Mr. Eckstrom:

Q. Where do you live?
A. I live—my home at the present time is Town 158, Range 40, above Farnhole—I own property in Thief River Falls, but the last three years I haven't stayed here—I have a farm on Section 59, Range 158—range 40, Township 158.

The Court: [There] is right there at Thief River?

The Witness: Yes, on the east towards Thief River.

Q. How long have you lived in Marshall County?
A. I guess 25 years, that is, I haven't been there all the time, but we looked land there then back and forth.

Q. When you first went up into that country how did you go up there?
A. Well, the first trip that I made, we went with the team.

The Court: What year was that?

The Witness: In 1896.

Q. Where did you go then?
A. We went to Renby and from Renby we crossed the swamps onto the Rasmusson Ridge, as we always knew it, and crossed to Nels Johnson's place on the Thief River, and he had a bridge across the river and we crossed that and then went into the Town of Rollis hunting homesteads. That is the first trip I made. We started originally from Meeker

County, and drove up there—we stopped a few days from Thief River Falls.

The Court: Which way from there?

The Witness: We went from there up to close where
394 Stiner is now north, and then we angled across country to the Renby postoffice. That is almost directly west of Mud Lake, five or six miles, I should say, or maybe more than that—we went across the swamps through the water and marshes.

The Court: Up into Rollis?

A. Yes, beyond the ridge, going northeast, pretty near east of Renby and we got onto what they call Little (?) Ridge, and from there we went down to the (?) place and then went onto the swamps and again struck the river at Nel's Johnson's place. There was no roads open then. We selected the northeast and the northeast of 17, and [and] in the southwest quarter of 17 and the south in the southwest quarter of 18, Town of Rollis, Town 157, Range 40, for three homesteaders to file on them and selected one quarter at the [ead] end of Thief Lake in the Moose River valley.

The Court: That is where you live now?

The Witness: Yes. We got that for hay land. There was no chances for cultivating it and we were going into the stock business and I selected that for hay purposes and made satisfactory proof before the land office to the amount of hay we cut on it, and it was taken for the purpose of being a part of our other lands for stock purposes. We lived on it fourteen months and proved up on the Thief River land.

Q. When was the first time you saw Mud Lake?

A. It was that fall—this was in the month of June. I think it was the latter part of August of that fall.

395 Q. How did you come to see Mud Lake?

A. We went up hunting.

Q. Where did you come, from your homestead?

A. Thief River Falls—we hadn't built on our homestead yet.

The Court: What year was that?

A. That is the same year, 1896.

The Court: You went up to Mud Lake that year?

A. Yes, sir.

The Court: How did you get there?

The Witness: We went up with a boat up Thief River and up Mud River.

The Court: Then you went up that until you came out into Mud Lake?

The Witness: Over into Mud Lake.

Q. Describe the lake to us as you saw it at that time?
A. Well, you couldn't say it is a round lake, but it is practically round, more round than oblong—I should judge from the appearance of it, it covered between four and five thousand acres.

Q. Was it a body of water?
A. It was a body of water at that time.

Q. How were the banks—describe the banks to us?
A. We went in at the northwest corner and the banks were fairly prominent there.—around the south side they were quite prominent.—there was many of these, I call them water willow trees—the Norwegians call them peel, I think.

The Court: What do you call them?

The Witness: I call them willows—around the west shore from where we went in, around pretty well to the south side there is a good many of these trees growing on the margin of the bank. On the north side, I think there is quite
396 a bank along there and then we ran into heavy tamarack timber on the north side of the lake and on the east side towards the north part the banks were fair, but on the southwest and southeast there around there there isn't a great deal of bank. It ran more into marsh and although at high water times it extended out quite a bit of water around there—that was dry ordinary seasons—outside of the original bank—we shot some around the lake shore, but the best hunting was here in the sluices, or potholes.

Q. Did you discover any weeds in the lake at that time?
A. I didn't pay much attention to that—there was nothing that interfered with us in any way.

The Court: How did you go, in a boat?

The Witness: In a row boat.

The Court: Did you row across Mud Lake?

The Witness: No, I don't remember at that time.

The Court: Did you test the depth of it at all? A. No.

The Court: You didn't try to?

The Witness: No. I was after game—I was after game—I wasn't thinking about lawsuits or anything afterwards. I never expected such a thing—describing it further, there was two islands in the lake—there is one out in from the west shore from where we went in—it is one that isn't very large, but it stood up quite prominent above the water and quite a number of trees growing on it—the other one was farther to the east and a little larger in size and there was some timber growing on that and more sand. We
397 didn't know whether we were going to stay there all night, or not, and we looked at the island in case we came there, or stopped over night, but we didn't stay over night—we went back—there was growing on those islands, if I remember right—I think I do—there was some elm, a few birch and I have in mind, I think, one basswood on what they call the Wilcox Island. I remembered it was funny shaped, like it had been injured or bruised by the wind or ice of some kind—quite a large tree. Those islands, I heard a man say or make an estimate on the stand yesterday—I will make an estimate of what was in them, in my opinion, I don't think either of them would exceed three acres—they might run two and a half or two and a quarter, somewhere from two to three acres in each island.

Q. What was the soil formation on those islands?

A. As I say, where the water was washed up, it was sand and gravel and dirt that had been formed there in the lake—it was made up of different materials, sand and gravel and dirt, and the vegetation washing in, of course.

Q. Now, was there any soil around on the other side of the lake that would compare with this same stuff? A. Oh, no.

Q. Now, how were the trees on the island as compared with the trees in the neighborhood?

A. A different variety of trees.

Q. How large trees were there on these islands?

A. Well, I couldn't swear to that because, as I say, I wasn't looking after trees, but I remember there was some of them fairly sized—they had there ten or twelve inches in diameter at that time.

398 Q. Were there trees on both islands? A. Yes.

Q. Did you hunt very often up there?

A. Oh, yes, I have been up there.

Q. How many years were you acquainted with Mud Lake and would you go down there to hunt?

A. Ever since until practically the present time. The last time I was there [I was there] at Mud Lake was the latter part of last October.

Q. You still hunt there occasionally?

A. I might tell the Judge now—we filed on those homesteads and then we went to building up some shanties—I had two sons and a daughter that filed there. The sons, I think the second one went on and bought some ducks and I worked at the sawmill as a repairman and began making money to keep them on the homesteads—we used to go back and forth—we commenced to raise something there; in the wet season about the only way we could get to Thief River Falls was to go down by boats—there was no permanent roads and the people had to carry all the supplies from Thief River Falls practically into that country and into the Grygla country by boat through the summer season when the water was the deepest. We built a flat boat for freight—a friend of mine furnished the lumber and nails and I built a flat boat to carry freight up from Thief River Falls to the settlers.—I think the heaviest boat we carried was 8,000.

The Court: You took that through——?

The Witness: We went up Thief River to Nels Johnsons place, because the boat was large and we came up Mud Lake and then hauled by team from Nels Johnson's over.

399 The Court: You went up there to that part of Thief River between Little [Riier] and Rollis and then hauled east?

The Witness: Yes. We supplied the neighborhood largely with that flat boat. We had it built after old style, running boards on the side for a man to walk on—we used poles and walked from one end of the boat and pushed. But for Grygla, the merchants there they went into Mud Creek—we went up at different times with them along nearby and they turned into Mud Creek and they told me how they got through to get through Grygla. They went to this river away up and there they had to do some work and cut out the peat and fix it so they could go through with their boats—that is the way they got the supplies; if we hadn't had that water there for one or two seasons the people would have starved, because it was impossible to haul certain times of the year, to haul with teams.

Q. How often did you go down with your boat through Mud Lake?

A. We went down quite often—we went through Mud Lake

with the row boat and then Mud Creek and then left the boats up at Mud Creek and then walked across.

Q. When you did your hunting up there did you use boats?
A. Sometimes we used boats and sometimes after they got the bridges across we used to drive up near this man's place—he lives now on the Thief River southwest of the lake there, Siverson. We used to go up to Tom Siverson's place on the east side when it wasn't too wet and then walk in around the sluices up around Mud Lake.

400 Q. When you walked around the lake, how is the lake?
A. Well, all kinds of stages—if it was a wet season the water was very high and if it was an extremely dry season, sometimes it was quite low.

Q. Was there always an open body of water?
A. I never saw it in any other way.

Cross-Examination

By Mr. Anderson:

Q. How far from Mud Lake is your home, in miles?
A. Well, Mud Lake is south of the south line of Thief Lake township, town 157, range 40—I think about a mile and a quarter south of the township lines. Then we have six miles across Thief Lake township and we have three miles east.

Q. It would be about ten miles?
A. It would be about ten miles.

The Court: A good twelve miles?

The Witness: Yes, it might be 14—I don't want to be exact about things.

Q. How often during the year would you say you visited Mud Lake?
A. Not very often—I always had too much to do in hunting seasons.

Q. You would go there in the fall of the year?
A. We went there—most everybody—Minneapolis men and scores of them went in the fall of the year.

Q. Would you say you went there every fall from the time you settled in '96 up to 1900?
A. No, I wouldn't say that—not every fall.

Q. Every other fall?

A. No. I will say I have been there a number of times.

401 Q. Would there be years there when you wouldn't see Mud Lake?

A. Yes, there would be years when I wouldn't see a great deal of it.

Q. Would you see it at all?

A. Sure, there is years I didn't go there at all.

Q. That might have been true several years in between the one or two years that you didn't go there at all?

A. Yes, just the same as these other witnesses. There was nothing to take you to Mud Lake unless you went there hunting.

Q. You lived so far away that in order to go to Mud Lake, there was to be——

A. It was our road to get to Thief River Falls—in the winter time that was our road.

Q. When you would go by boat you wouldn't go through Mud Lake?

A. We would go Mud Lake and up Mud Creek and ran by John Peterson's place—we named it the Klondike country.

Q. How many times would you say you went across the lake in a row boat? A. I couldn't fix that exactly.

Q. Would you say a dozen times?

A. Yes, it might be less and it might be more.

Q. Would you say you went as many as 25 times?

A. There was times when we practically had to go that way in order to get in there.

Q. Would you say that you went across Mud Lake in a row boat 25 times? A. I would say I didn't.

Q. Would you say twelve times was nearer to it?

A. I will not fix any particular time, because, as I said before, you can't do that unless you have some particular thing that called your attention to each time.

402 Q. You were there from '96 until 1910, weren't you?

A. We left that country about the year before they commenced the ditches.

Q. That will be 1909, then?

A. We still own our land there and have owned it—own a lot of it now. We haven't lived there permanently because it is a hard place to live.

Q. During those 13 years would you say it would be a fair estimate, varying probably a few one way or the other, that you had been across Mud Lake in a row boat twelve times?

A. No, I wouldn't. From, I wouldn't say more than eleven or twelve times.

Q. I am saying one or two or three more or less for an estimate, would you say you probably [crossied] it 12 times?

A. No, I wouldn't say that. I don't want to say a thing that I don't believe to be true. I wouldn't do that.

Q. Well, now, when you ever crossed it, wasn't there times when you would have to push your boat where your oars would hit the bottom of the lake?

A. I don't think there was ever a time that anybody was on that lake hunting or anything like that, except a very few times but when they approached the shore at different places but what they either had to use their poles to push or a pole to push out. A man that is familiar with hunting on that class of lakes in a boat, we always carried a pole, practically always. Where the ducks feed on those waters it is shallow water and if you saw them there and you haven't got a pole, you can't row in to get them.

Q. You don't mean to say that you knew enough about the lake that there probably wouldn't be years when
403 they probably would have to push all the way across?

A. I know one year I think they would have to push a good deal of it, of the way—that is the year they testified to here, 1960.

Q. As a matter of fact, the lake dried up entirely that year? A. No, I wouldn't say that.

Q. That year, did you see the lake in the year 1960, in the summer? A. Yes, sir, in the early fall.

Q. Were you there, that is, after the heavy rains? A. Yes.

Q But did you see it before the rains? A. I think so.

Q You think you saw it before the rains?
A. I think I saw it.

Q. Wasn't the lake practically dried up entirely that summer? A. No, it wasn't.

Q. The body of water still was there as it had been there before? A. It was very low.

Q. But a body of water was there, was it, covering the bottom of the lake? A. No, sir, that—that isn't true.

Q. Was the lake dried up?
A. The body of the lake, when we are speaking of the [bbody] of the lake, if I [tild] you the water covered that, that would be untrue because the water was low and it didn't cover the entire bottom.

The Court: Did it cover a large part of it?

The Witness: Quite a number of acres.

Q. How many acres would you say?
A. I couldn't tell you.

Q. You estimate the lake as between four and five thousand, when you went there in '96?

404 The Court: Would it cover eighty acres?

The Witness: I should think eighty acres or maybe a hundred.

Q. You think probably there was eighty or a hundred acres in spots that was covered with water in 1900?
A. It wasn't spots—it was one spot.

Q. The lowest spot was all in one place, was it?
A. Practically all of it.

Q. And the rest of it was dry?
A. Pretty dry—mud—I wouldn't like to try to walk across it.

Q. Do you intend to say that at any time during the summer months of an average year that it would be necessary to [poll] your way across that lake from '97 to 1910?
A. Not the entire way across it.

Q. But most of the way?
A. No,—as I said before, when you [appraocedht] [ehs] shore where the water was shallow and it was mud bottom, if your boat dragged in the mud, you certainly need a pole to [poll] it and that condition exists, as I said before, in a portion of the lake practically all the time, with the exception when it was extremely high.

Q. How far from shore would you say you would have to push it?
A. It depends altogether where you struck the shore.

Q. Well, say the most favorable points?
A. No, I aint going to do that.

Q. You can't tell that? A. No man can tell it.

Q. As a matter of fact, don't you know that this lake is shaped just like a bowl, with the countour of the lake, high dies drop down practically—the whole lake is just like a bowl?

A. No. As I said before, the shore is quite prominent on the south and on the west side but I went across it in
405 1909 and 1900 when there wasn't any shore opposite —you couldn't tell there was a shore with the exception of the trees.

Q. That was in 1900?

A. There wasn't four rods of shore around that lake anywhere.

The Court: That is after the rainy season? A. Yes.

Q. That is when the entire surrounding country was covered with water?

A. Yes. The driest season we ever knew in that country was then. The Dakota people came there and I know about all of that hay between Mud Lake and Thief River, and put it up into hay and in the fall they practically lost it all—the water was up and washed the hay stacks away—it was an unusually dry year.

Q. Then you have no definite recollection now of the times that you went to Mud Lake, whether you happened to go there in specific years when the water was high and you had to use the boat, or whether you went there in normal years? A. Yes.

Q. Did you go there in exceptionally wet years or just normal years?

A. I was there all kinds of years—1900 was an exceptional year from the latter part of the winter until the latter part of july, exceptionally dry before the latter part of it, until winter came was exceptionally wet. As a general thing before those ditches were put in, we always had water. I will explain that to you. The whole country from Mud Lake on, with the exception of the islands, is what we call wamp or floating bottom—we have the Red Lake River running from the east to the west and that carries out the surplus water from the east and takes it down into the Red River of the North. The next swamp we
406 have is a little brook or creek nine or ten miles up. Then we don't have any more of those streams until we get to the first river in Mud Lake.

The Court: That is Little River?

The Witness: Little River. That brings the water from that eastern country up near the Red Lake country and down into Thief River. Then we have Mud Creek that [runxs] down into Mud Lake and that supplies the Mud Lake country. Then we go north until we go across those higher grounds until we get to (?) river. That brings the water and enters into Mud River. We have on the average perhaps thirty inches and maybe more of water-fall in the year annually. These streams I have mentioned are the only outlet to drain that country and bring it down here.

(Witness excused.)

(Recess)

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407 GEORGE WA. WALKER, Called as a witness on behalf of the Defendants, being first duly sworn, testified as follows:

Direct Examination

By Mr. Eckstrom:

Q. Where do you live?
A. In Minneapolis at the present time.

Q. What is your profession or business?
A. Civil engineer.

Q. Were you connected with the drainage work in Marshall County, known as Judicial Ditch No. 11? A. I was.

Q. Is that the name or the title of the ditch proceedings whereby the ditch was dug through the bed of Mud Lake?
A. It is.

Q. How large is the channel of the ditch leading from Mud Lake to Thief River?
A. The plan, as I remember it, called for a forty foot bottom with one to one side slopes.

Q. If the ditch was running [falt] it would make the ditch, the depth of the ditch about how wide?
A. About seventy feet, not quite seventy.

Q. How deep was it?
A. From between twelve and thirteen feet, I believe.

Q. Now, were you up there in the fall of 1909? A. I was.

Q. Were you out on Mud Lake at that time? A. I was.

Q. Do you know about when you made your first trip to Mud Lake? A. About the middle of October.

Q. What were you doing up there the first time you were there hunting? Did you cover much of the lake at that time?

A. I went from the point where Mud River entered the lake to the east island in the lake.

408 Q. Was it an open body of water at that time?
A. It was.

Q. How often were you on the lake after that, that fall?
A. Not until after it froze up.

Q. Did you do any work on the lake after it froze up?
A. I did.

Q. What kind of work did you do?
A. We were running lines for the main ditch and the other ditches that were proposed to come into the lake.

Q. Did you take any soundings of the lake at that time?
A. I did.

Q. Through the ice? A. Yes, sir.

Q. Is that the way you obtained your figures in order to do some of your engineering work? A. It was.

Q. What was the general [deptch] of the frozen lake at that time?

A. The general [deptch] as I recall it, after we [gout] out from shore about a few hundred feet was from four to five feet.

Q. Now, were you around the lake in the spring of 1910?
A. I was.

Q. What kind of work did you do around there then?
A. We were setting the stakes for the construction work?

Q. In doing that how did you navigate around there?
A. We had a gasoline launch.

Q. Describe the size of that boat?
A. It was called a Mullin's steel boat, I would judge it was about twenty to twenty feet long—I don't remember exactly.

Q. Now in setting these stakes so that this main ditch ran through the lake, you did that? A. Yes, sir.

Q. How did you place these stakes—explain to the Court your work there?

A. Well, we started lining stakes from the west side
409 of the lake and worked towards the east. We had our alignment established and we, as we called it, back-flagged the stakes in—that is, we would take each stake and sight it in, looking from—towards the west and we would approach a place where we wanted to set it with a launch and if it was too rough so we couldn't hold the boat still, one or two of the boys would get overboard and set a stake and get them in place and then we would get close to it with the boat and drive it down as best we could, although the bottom was very hard; in most places it was hard to get the stakes to stick.

The Court: Here is this map that has been marked Government's Exhibit E. You see these ditches made here—one comes in there from the northeast? A. Yes, sir.

The Court: I suppose that comes in from the mouth of Mud River, doesn't it? A. Yes, sir.

The Court: And then here is one that comes in along the line 16, comes in from the east side of the lake?

A. Yes, sir.

The Court: What ditch is that?

The Witness: That is main judicial ditch number 11.

Q. How far did that judicial ditch number 11 run in there?

The Witness: It runs to the middle of Range 36.

The Court: How many miles?

The Witness: Well, I would have to stop and add it up—I would judge thirty.

The Court: That is right straight through that country for thirty miles? A. Yes.

410 The Court: When you get down here to where this ditch is that comes from the mouth of this Mud River and this main ditch, that enters there in the lake, you go from there a little ways straight and then in a southwesterly direction, is that the way you cut that ditch? A. Yes, sir.

The Court: That is where you were doing that back flagging?

The Witness: Yes, sir.

The Court: When you got down to that southwest corner of the lake, which way did you run that ditch?

The Witness: Straight west.

The Court: Straight west to the Thief River?

The Witness: No, we ran west to the section corner of Section 27.

The Court: Then you went down [tk] Thief River?
A. Yes, sir.

The Court: Go ahead. Then you went a southwesterly direction down to Thief River?

The Witness: Yes, sir.

Q. Now, you testified that some of the boys got overboard to help you place those stakes. Were they dressed for the occasion?

A. Yes. Yes—just had [ono] a shirt and pair of overalls.

The Court: They got wet? A. Yes.

The Court: How deep did they go down, up to their waists?

The Witness: Sometimes it would be up to their waists, and sometimes up to their arm-pits—they would have difficulty sometimes in wading around; the buoyancy of the water would almost take them off their feet in places.

411 The Court: The bottom of the lake was pretty sticky too?

The Witness: Yes, it was. We always kept the boat—they hung onto the boat and climbed in on the sides.

Q. I want to show you Exhibit 4 and ask you if that is a fair picture of Mud Lake as you saw it there in the fall of 1909?

A. I would say it was—I couldn't identify this absolutely as Mud Lake, but it was an open body of water that had every appearance of the lake.

Q. Appearances the same as the picture there?
A. Yes, sir.

Q. In the spring there, or summer of 1910, when the boys were lining up that ditch through the lake, did you find

any weeds, or stuff of that kind that interfered with the use of your boat there?

A. We used to call it sea-weed—there was some of it there —I don't know what the technical name of it is—it is a fine long weed like a string, [wity] short leaves on it—it apparently grew where some of this muck was on the ground, on the bottom. If we got into that we had a weedless [propellor], but even then it bothered at times. This grew in places in the open water—you couldn't see it until you got into it with your [propellor], but wherever the bottom was gravel and sand it was perfectly clear.

Q. At the time when you were building this ditch number 11 up there, was there any improvements on Thief River?

A. There was and it was in the course of construction, but it wasn't constructed until after the construction work was started on number 11.

Q. Now, the river work anticipated was known under what title? A. State ditch number 83.

412 Q. In order to effect a proper outlet for this water that you folks were carrying on down through Mud Lake what was necessary to be done with Thief River?

A. I wasn't engineer in charge, but my understanding was that there was a conference between the state engineer and Mr. Hoyne—he was chief engineer, and that they were to enlarge the plans of State Ditch number 83 to take care of the waters in from Judicial Ditch number 11.

Q. While [thee] river itself had to be [deepended] and widened in order to take care of this water? A Yes, sir.

The Court: Thief hiver? A. Yes, sir.

Q. Now, you were also a man that was appointed by the district judge to make a survey of the lake bed and apportion property between the riparian owners? A. I was.

Q. You were appointed by the district judge to locate the center of the lake? A. I was.

Q. You filed your report in that case with the district court? A. Yes, sir.

(Report and map marked for the purpose of identification as Defendant's Exhibit 5.)

Mr. Eckstrom: I offer in evidence Defendant's Exhibit 5, which is [na] certified copy of this report.

Mr. Anderson: No objection.

The Court: Where did you find the center of the lake to be out there in Section 18?

The Witness: I can't recall without the map—it has been so long since I was connected with this work (referring to map) Yes, sir, it was in Section 18.

413

The Court: I suppose you made this line out to that center from the corners of the various settler's riparian property, is that the idea? A. Yes, sir.

(Report marked for the purpose of identification as Defendant's Exhibit 6.)

Q. How did you find the meander corners and meander line as shown on your reports to correspond with the shore lines of the lake? A. Very closely.

The Court: You traced it out very closely?

The Witness: Yes. He asked if it agreed with the shore line and it did very closely, unless it was on the east side. There was no clear definite shore line on the east side.

The Court: It isn't so well marked there? A. No, sir.

The Court: I notice that is a good deal shorter on the west side than they are on the east side?

The Witness: Yes, the east side was flat.

The Court: And he had to make a kind of an estimate and he made those long meander lines? A. That is the idea.

Cross-Examination

By Mr. Anderson:

Q. The ditch was sufficiently completed in August 1910, so that, as the witness termed it, the lake was tapped some time in August, 1910? A. Yes, sir.

Q. From then on it would be impossible to use a boat in the lake, or row about?

A. I never used a boat after that; I don't know if anyone did, or not.

414

The Court: Where did you tap it?

The Witness: It was tapped at the west side where the main ditch comes in.

The Court: And the water let out into Thief River?

The Witness: Yes, sir. They started at the river and dug up hill.

The Court: When you tapped it, you tapped it out through that canal? A. Yes.

The Court: You didn't tap it through Mud Creek?
A. No, sir.

Q. And that took effect in August, 1910?
A. I couldn't tell you the month—I was out east on work and I don't know just when.

Q. It was some time during 1910, the late summer?
A. Yes, sir.

Q. After it was tapped would you say that it had any water level at all, as a lake?
A. Well, I don't believe they let all the water out at any time during the summer of 1910—I would say it did have a water level.

Q. You say after it was tapped you never attempted to use even a row boat on it and you don't know whether it would be possible? A. I don't.

Q. Whatever water, if there was any, it was banked up and kept in the ditch so that your outfit could work?
A. That is the idea.

Q. That is the sole purpose, of keeping the water there, if there was any kept? A. Yes, sir.

Q. And that was by damming it and keeping it there?
A. Yes, sir.

The Court: You floated those dredges through there?
A. Yes, sir.

415 Q. Did you make any survey to show just how deep this lake could have been?
A. Why, our levels giving the elevation of the east side of the lake and the west bank of the lake, which were taken for the purpose of making our profiles would have shown that exactly.

Q. Do you remember what that was?
A. Yes, sir, I remember it, the difference in elevation between the lowest bottom of the lake and the west bank was about seven feet.

Q. That is the lowest bottom?
A. Well, the average low bottom—you know the whole bottom is very uniform.

(Government field notes marked for the purpose of identification as Defendants' Exhibits 7 and 8.)

Q. Your answer as to the depth of the lake, that is purely from memory at this time?
A. Yes, it is. Well, I may be off a foot.

Q. You haven't that memoranda with you at this time?
A. No, I haven't.

Re-Direct Examination

By Mr. Eckstrom:

Q. How is the land between Thief River and the Lake, so far as giving you an opportunity there to properly put in your ditch? A. Well, you refer to the amount of fall?

Q. Yes.
A. A pronounced fall east and west. As I recall it, it is perfectly flat between the lake and the river.

Q. When you tapped this lake what was done?
A. We put in a slight grade on the bottom of our ditch—I think it is a half a foot to the mile; it is too small for good drainage—putting in a large ditch of this kind, of
416 course, it was the best we could do and prove satisfactory.

The Court: Where was that dam put in, the first dam?

The Witness: I don't believe I can tell you.

The Court: Well, then, the last one?

The Witness: The last one was put in at Thief River—they built a big dam right at the river.

The Court: What was the object of that dam?

The Witness: They were two or three years constructing the work—they started operations in the spring of 1910 and went upstream during the summer of 1910, and then in the winter of 1910, they moved those dredges west and came west.

The Court: The object of that dam was to hold that water in there so the dredges would float? A. Yes.

The Court: If you let that out, you wouldn't have been able to float your dredges? A. No.

The Court: As you dug those ditches through there, my recollection is that you had this great big wide ditch, you just floated the dredge along as you ditched?

The Witness: Yes. They operated in the summer of 1911, and I believe a part of 1912.

The Court: Then they blew the dam out?
A. When they were done with the excavation work—I think that was in 1912.

By Mr. Eckstrom:

Q. Was the complete drainage of Mud Lake anticipated by this drainage project that was put [it]? A. It wasn't.

Q. Explain to the Court what you mean by that?
A. Mud Lake didn't enter into consideration when the engineer made plans. It was simply the [eart] of
417 least resistance for a ditch and as it wasn't taxed and wasn't assessed, it was given no consideration so far as protection goes. It was assumed that the ground line across the lake was the top of the water, so whenever the ditches emptying into Mud Lake was flooded to capacity, Mud Lake will be flooded under present conditions. At any time those ditches are flooded full, coming into the lake, it will spread out because the ditch across the lake hasn't the cross-section that the ditches floating into the lake have.

(Photograph marked for the purpose of identification as Defendant's Exhibit 9.)

Q. I want to show you Defendant's Exhibit 9, and ask you if you recognize the subject? A. Yes, sir, I did.

Q. What is it shown there?
A. That is the big dredge that completed the work and I believe it is taken right at the outlet of Judicial Ditch number 11, into Thief River.

Q. And that was the dredge that was used there at that time? A. It was.

Q. You notice a gasoline launch along there? A. Yes, sir.

Q. Do you recognize that? A. Yes, sir.

Q. Whose boat was that? A. Arpin's.

Q. Was that used on the work up there? A. It was.

Q. This shows exactly the situation it was at at the time when that work was under way? A. Yes.

Mr. Eckstrom: We will offer in evidence Defendant's Exhibit 9.

Mr. Anderson: This wasn't in Mud Lake?

The Witness: No, sir, that was at Thief River, about
418 two miles west of the lake.

Mr. Anderson: No objection.

Q. You weren't there much in the fall of 1910?
A. No, I wasn't.

Mr. Eckstrom: We also offer in evidence Defendant's Exhibit 4.

Mr. Anderson: No objection.

Q. I want to show you Defendant's Exhibit 2 and ask you if you recognize the place shown on that picture?
A. Why, I believe I do—yes—I wasn't there at the time this was taken, but I recognize the place.

Q. Is that a fair picture of the bed of the lake after the water was run off? A. Yes, it is.

Q. And a fair picture of the shore line where the ditch leaves the lake? A. Yes, sir.

Mr. Eckstrom: I offer it in evidence.

Re-Cross-Examination

By Mr. Anderson:

Q. It is a fact, isn't it, that the water disappeared from Mud Lake because of this artificial ditch that you constructed through the lake in 1910?
A. That undoubtedly took the water out of the lake at that time, but what conditions were previously, or had been, of course, I don't know.

Q. But that is what took the water out, or caused the water to disappear from that so-called Mud Lake, that artificial ditch that was built through the lake? A. Undoubtedly.

The Court: You say now that even under present conditions in times of flood that lake would be apt to fill up?

419 The Witness: Yes—they can't help it—it has already been up two or three times.

The Court: So if settlers go in there and take up that land, it is apt to be flooded? A. Yes, sir.

A. At those times the surrounding country might also have been flooded?

A. It might be—it has been since 1919, but outside of that

surrounding country has not been flooded when the lake has several times.

Q. But the flooding of the lake now would be an abnormal condition of the weather?

A. I wouldn't say abnormal, no, because the ditches emptying into the lake, it has been shown, are not large enough to carry an average rainfall, and whenever those across those ditches are full the lake would fill up, not fill up perhaps, but it would overflow.

(Witness excused.)

Mr. Eckstrom: I offer Exhibits 5, 6 and 7.

Mr. Anderson: I have examined them and I understand are copies of the original notes and are from the general land office and the Government has no objection.

(Auditor's subdivision and plat marked for the purpose of identification as Defendant's Exhibit 10.)

Mr. Eckstrom: We offer in evidence Defendant's Exhibit 10, a certified copy of the auditor's subdivision and plat of Mud Lake, in accordance with the engineer's report.

The Court: What is the purpose of that?

Mr. Eckstrom: The purpose is to show that the riparian owners had this land given to them by the Court and
420 the county auditor subdivided it.

Mr. Anderson: By the state court?

Mr. Eckstrom: Yes.

Mr. Anderson: I object to that as incompetent, irrelevant and immaterial.

The Court: What they do wouldn't bind us. I have no doubt they did it.

(Adjournment taken until two o'clock, March 2, 1922.)

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421 Afternoon Session, March 2, 1922.

JOHN P. PETERSON, Called as a witness on behalf of the Defendant, being first duly sworn, testified as follows:

Direct Examination

By Mr. Eckstrom:

Q. Where do you live? A. Thief River Falls.

Q. How long have you lived up in that country?
A. It will be 37 years next June.

Q. Have you ever been up at Mud Lake?
A. I been up there occasionally, yes.

Q. When was the first time that you saw Mud Lake?
A. About 33 years ago, or 34, I don't remember which.

Q. Who was along with you the first time that you went up there?
A. There was LeBree and his son, John LeBree, and his oldest son.

Q. When you speak of John LeBree, in what way is he related to the LeBree who was on the stand here yesterday?
A. The father.

Q. How did you come to go up into that country at that time?
A. Just for curiositys sake to see the lake and hunt.

Q. Had you heard of this lake before you went up there?
A. Yes.

Q. Through whom? A. The Indians.

Q. Did you have any trouble in finding the lake at that time? A. No, we didn't have no trouble in finding it.

Q. How did you go up there?
A. We drove up with the team, about twelve miles and then we walked the rest of the way.

Q. Did you go over to the west short of the lake? A. Yes.

Q. What did you find along the west shore of the lake?
A. Well, we found a very nice bank along the lake on
422 the west, and the northwest and nice timber in there.

Q. What kind of trees did you find along the west side?
A. Well, I didn't really know what the name of them is—some of them call it peel, and I forget what the other name of them is.

Q. Willow?
A. Willow—yes—of course, there were trees that would be—they probably would run from ten to twelve inches through in the body—fourteen inches.

Q. I will show you Exhibit 2—I don't know as you have seen this before—do you see the trees there in the back ground? A. That is on the west shore?

Q. Yes—do they look like it?
A. Yes, they look something like it, but, of course, there was more timber there then—it has been cut out since then—cut out for camp fires and things like that all the time.

Q. Were there any brush cuttings in there then when you were there?
A. Oh, no—I don't suppose there was hardly anybody up there then, only the Indians, that would hardly go through and they wouldn't camp there. They wouldn't run into Thief River into Mud Lake on account of that being out of the way.

Q. What kind of a body of water was it when you saw it?
A. Well, it was a nice kind—thought it was a good looking lake when we came there.

Q. Weeds and rushes growing on the waters at that time?
A. No.

Q. How often did you see the lake after that?
A. Oh, it was probably about—it might have been a couple of years after that, that I went up again, and then I was up there off and on after that, probably go up
423 there a couple [of] three times through the summer sometimes.

Q. Did you make any settlement up there—did you take any homestead?
A. No, I didn't take a homestead up—I bought a piece of land up in the Town of Rollis.

Q. Did you live up there in the Town of Rollis?
A. Yes, I lived there five years.

Q. What time was that?
A. It wasn't quite five years.

Q. What years were you up there?
A. Well, sir, I don't know just what years it was.

Q. Well, about how long a time—do you remember when you left?
A. It must have been about fourteen years since I moved out of there, fourteen or fifteen years.

Q. During the time that you lived up there did you have occasion to go out boating on the lake? A. Oh, yes.

Q. Did you have any occasion to do any fishing and hunting? A. Well, I was hunting about half of the time.

Q. Around Mud Lake?

A. Yes, and we used to take a boat and go down there; whenever we wanted a little sport we would take a boat either Saturday evening or Sunday morning and go down there hunting through part of the Sunday and then back home again.

Q. You always enjoyed the sport?
A. Yes, little sports like that.

Q. Did the farmers catch any fish up there?
A. Well, they had a fish trap down at the mouth of Mud Creek.

Q. That is the part between the lake and the Thief River?
A. Yes.

Q. Describe to the court what these fish traps were?
A. I seen the trap there—I never caught any fish there
424 and I didn't see anybody else catch fish there, but I know a fish trap was there, because I went through the creek when the fish trap was in there.

Q. What did these fishing traps consist of?
A. Kind of a boom that they built across the river on a kind of a slant, like that, and then a box at the lower end of the chute, and then a part about in this shape and the fish go over that and the water is shallow there and when they get over this part they can't get back over it again—that is the way the fish trap is. I don't know what year it was—it was one fall my brother-in-law—he caught—well, he had two 10 gallon kegs full of [pickeral] that he caught up in Mud River. It would be about nine or ten miles, I guess, by water, by river, rather, and in the spring of the year and along until about—oh, along until July we used to spear fish in Mud River up there, maybe about a half a mile from my place down the creek about five miles, and it was pretty good spearing down through there—the water was shallow and it was a kind of a sand bottom and it was pretty good fishing down through there.

Q. The last fourteen years you say you have lived at Thief River Falls? A. Yes, sir.

Q. You have no interest—that is, the territory up around Mud Lake at this time? A. No.

Q. Aren't related to anybody connected with it? A. No.

Q. During the years, now, that you saw the lake up there, during the normal times, now, how did you find the lake, the same as when you first saw it?
A. I always found it—it was in pretty good shape for go-

ing anywheres you wanted to with a boat, when we
425 used to go out hunting.

Q. It was a fine body of water?

A. Yes. There was only one time when we were there we couldn't go just where we wanted to by boat. Then I wanted to go straight across the lake between two islands, and there is a sand bar that runs out from one island, a kind of a bias across the lake and so we hit a sand bar and we made up our mind to go back, but I guess we could have made it if we went to the west side of the island we could have gone through. We didn't do that and we turned around and went back again—down the other side between Mud Creek and Thief River and the west end of Mud Lake there is plenty of good shooting there, so we didn't bother going across. The south side wasn't the best hunting ground, anyway. It was a little harder to get around in there than it was on the west and on the east end. On the south side of the lake by the bank the lake was more of a slope and the shores was muddy, so it wasn't very nice getting the boat into shore there and getting out of it without getting in the mud. You could run the boat down Mud Creek—it was a nice bank along the creek there—you could run the boat up against the bank and get out and the same on the north and west on Mud Lake, it was a nice bank. From Mud Creek and north and east, it was for a ways where you could—especially northeast it was a good place to get into on the north shore —from that on around in it wasn't any good until you got on the south side of Mud River, at Wilcox Island. That is about the last camping ground there was until you got about half-way on the shore on the south side, and there it was pretty good camping ground. You could camp anywheres on
the southwest, west, northwest shores—there is good
426 camping ground anywheres along there, plenty of wood.

Q. Well, the water, did you ever see much difference in the water on the lake as to elevation?

A. It always was about the same except this one day that we started to go across the lake—there was four of us in the boat and we hit this sand bar and we just anchored on the sand bar and talked the matter there whether we should try to go on the other side of the island, or go farther east to make the south side and finally we made up our minds we would go back and stay on the north side.

Cross-Examination

By Mr. Anderson:

Q. What were the five years that you said you lived up there near Rollis?

A. Well, let's see, it would be from—it would be about probably like '95, '6, & '7, '8 and '9, I [tyink]—no, probably it was earlier than that.—I don't know—I don't remember when that land was opened there for homesteads, but I bought the place.

Q. It was sometime after 1900 and before 1910?

A. Somewheres along about that.

Q. How many times would you say you have been on Mud Lake altogether?

A. That is one thing I couldn't tell you.

Q. How many times? A. A good many times.

Q. Twenty-five?

A. Well, there was some times in the first two summers I was up there I would be down on that lake probably about twice a month, the first two summers I was up there.

Q. In the summer time. What were you doing there in the summer time?

A. Oh, down there hunting and camping for a couple of days.

427 Q. You would hunt before September as a rule?

A. Yes, do that hunting most any time we could get out—we weren't particular about getting out.

Q. On those occasions when you went down there hunting you went by boat, did you? A. By boat.

Q. How far was Rollis from Mud Lake?

A. Oh, it was about six miles and a half, I guess.

Q. Thief River Falls is over twenty miles, isn't it, away?

A. Yes, and then some, I guess.

Q. Did you ever have any difficulty rowing in Mud Lake?

A. Not only that one time.

Q. Otherwise you didn't have any difficulty in rowing at all? A. No, I never had none only that one time.

Q. Except that one time, that is the only time you had any trouble with your boat?

A. That is the only time. I got that little trouble with

the gasoline launch. I ran on a big rock and I got hung up on the rock.

Q. That was in the lake? A. That was in the lake, yes.

Q. When was that?
A. I don't know what year it was in—that was after—that is about fifteen years ago probably.

Q. About 1907? A. Yes, something like that.

Q. Where did you go with your gasoline launch?
A. We came from Thief River and went up there hunting.

Q. Did you go through Mud Lake?
A. We went across the lake.

Q. Did you have any trouble?
A. Only we ran onto the rock.

Q. I mean except running on the rock?
428 A. Not any trouble in going where we wanted to go.

Q. Was that an exceptional wet year do you remember? A. No.

Q. What time of the year was it?
A. Hunting season in the fall.

Q. You have never seen any fish caught in Mud Lake, have you? A. No, not in the lake.

Q. Never seen any fish there?
A. I have seen fish there right at the outlet of Mud River.

Q. In the lake? A. Right there in the lake at the outlet.

Q. But you never have seen—it is not your opinion that fish lived in the lake there?
A. No, I don't think that they lived in there, because it really is not a fit place for the fish in the lake, and they go through it and the water is too shallow.

Q. It is so shallow it would freeze through in the winter time? A. On the south shore it wouldn't.

Q. As a matter of fact, isn't it practically an even bottom all through there?
A. No, it hasn't an even bottom in it, because take on the east end of the lake, or Mud River, where Mud River comes into the lake, why, there is—of course, that changed—I know that there is one winter we hauled lumber from Thief River up there and that was our winter road across the lake and we was a little afraid of the ice right there at the mouth of the river, so we had to try the ice—we didn't want to

drive out on the bank and we wanted to follow the river with our loads.

Q. That was at the mouth of the river in the spring?

A. In the winter, so we cut a hole there in the ice to test the ice and that was about the first winter that I was up there, either the first or the second winter and we
429 didn't know just what the depth of the water was, if we should break through it, so we went to Wilcox Island and we cut a hole to test the water, to see how deep it was and it was about eight feet of water.

Q. Were you within the shore lines of the lake?

A. We had our teams at about——

Q. I mean where you tested this water and found it to be eight feet deep?

A. It was out probably about three rods from the mouth of the river out in the lake. It would be right at the outlet.

Q. You want to say that you found the lake eight feet deep?

A. Right there where the water comes into the lake at that time—that was in the winter—it was probably about three weeks before Christmas, or something like that.

Q. Was the rest of the country froze so it was exceptionally high water, or is it your recollection it was normal?

A. I don't know just what it would be like—if we had driven off the ice onto the shore we would have to go over a little bank to get onto the sod.

Q. You are sure that that water inside of the lake right there was eight feet deep? A. Yes, eight feet deep.

Q. Well, you measured it?

A. We didn't measure it, only we ran that pole down there—if we would get in there we said we wouldn't see any horses.

(Witness excused.)

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430 OLE H. LANGLIE, Called as a witness on behalf of the Defendants, being first duly sworn, testified as follows:

Direct Examination

By Mr. Eckstrom:

Q. You used to keep a store at Liner? A. Yes, sir.

Q. When did you first go up in that country?
A. In 1898 is when I settled, or moved in there in the fall.

Q. How long did you live up there?
A. Five years since 1905.

Q. At the present time where do you live?
A. At the present time I live at Plummer.

Q. How long have you lived at Plummer?
A. Twelve years.

Q. What is your business down there?
A. I have been in [ther] merchandise business ever since I moved there.

Q. Now, did you ever see Mud Lake when you were up there? A. Yes.

Q. How often did you see Mud Lake?
A. Well, I saw it every year from 1901 until 1904, or '03—I wouldn't say for sure, 1901, '2 and '3.

Q. Did the lake have any water? A. Oh, yes.

Q. Open water or was it covered with weeds?
A. It was open water.

Q. Did you do any boating in there? A. Yes.

Q. Did you haul your goods by boat from Liner?
A. Yes, sir.

Q. What was your market down the line, Thief River Falls? A. Thief River Falls, yes.

Q. You would come up Thief River and then go through Mud Creek into the lake and then up Mud River, is that right? A. Yes.

Q. Did you ever do any fishing down at the lake?
A. No, we wasn't out fishing, but there was fishing
431 up in the creek?

Q. Were there any fish nets down there at Mud Lake, or fish traps?
A. Not that I seen was in operation—there had been fish left—there was a boom—there wasn't any traps when I was there.

Q. Did you ever see the lake up there when you had trouble in operating your boat?
A. Never when I was there—there was always plenty of water.

Cross-Examination

By Mr. Anderson:

Q. You were up there from 1901 to 1904, as I understand you?

A. I was up there until 1905—I don't think I made any trip in 1904, to my best recollection.

Q. How many times did you go up the lake, your best judgment?

A. I went one or two trips every year, in them three years, this is, that I was personally along.

Q. So you think probably you were there five or six times, is that right? A. Yes.

Q. During those times you had a row boat and you got across the lake by a row boat? A. Yes.

Q. Did you ever have any trouble getting across—did you have to use a [poll] to push you across? A. No, sir.

Mr. Eskstrom: You have no land in the neighborhood of Mud Lake?

The Witness: No.

Mr. Eckstrom: You aren't interested in this case?

The Witness: I am not interested.

(Witness excused.)

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432 JOHN P. BORDEWICH, Called as a witness on behalf of the Defendants, being first duly sworn, testified as follows:

Direct Examination

By Mr. Eckstrom:

Q. You live at Warren? A. Yes, sir.

Q. Are you one of the public officials there? A. Yes, sir.

Q. What? A. Deputy sheriff.

Q. Are you acquainted with the eastern part of Marshall County?

A. Fairly well, yes, sir.

Q. Acquainted with Mud Lake? A. Yes, sir.

Q. Acquainted up near Roseau County? A. Yes, sir.

Q. What is the general lay of the country up all through there with reference to being rolling or flat?
A. Flat with the exception of ridges intersecting the whole territory.

Q. Those ridges are what?
A. They are poplar ridges, covered with poplar timber.

Q. And the elevation—the difference between that and the surrounding country isn't very great?
A. Not very great—they are low ridges.

Q. Are you acquainted with Twin Lake, for instance, in Roseau County? A. I was at the time it had water in it.

Q. Were you acquainted with Roseau Lake at the time it had water in it? A. Yes, sir.

Q. What was the size of Roseau Lake as compared with Mud Lake?
A. About the same size and possibly a trifle larger.

Q. How were Twin Lakes compared with Mud Lake, as to size?

A. They were somewhat larger; there was two Twin
433 Lakes there and one lake was considerably larger, I would say, than Mud Lake.

Q. Did you ever work with the Government, on the Government surveys up in that county?
A. I worked on the subdivision of 4 townships in the southeastern Roseau County.

Q. These lakes that you refer to were they all meandering lakes? A. Yes, sir.

Q. How did they compare in [deptch] and general conditions with Mud Lake?

Mr. Anderson: If you know.

A. The same—very much the same—very similar.

Q. You have been out in Mud Lake while it had water in it? A. Yes, sir.

Q. And before these ditches went in there? A. Yes, sir.

Q. Was it an open body of water?
A. It was at the time I saw it.

Q. What called you up there at the time?
A. A hunting trip.

Q. Mud Lake at that time was known as a game attraction up there? A. Yes, sir.

Cross-Examination

By Mr. Anderson:

Q. You are a deputy sheriff of what county?
A. Marshall County.

Q. Now, this Twin Lake region and Roseau Lake that you speak of, have they been drained? A. Both of them.

Q. When were they drained?
A. Well, sir, I can't tell you exactly the year Twin Lake was drained—that was during, I would say, between 1903 and 1908, or somewhere along there.

Q. You never lived in Marshall County, did you?
434 A. Yes, sir, I am living in Marshall at this time now.

Q. How far from Mud Lake?
A. Warren, I believe—let's see—about, oh, in the neighborhood of forty miles, I believe.

Q. Is that the closest to Mud Lake you have ever lived?
A. No, I lived at Thief River Falls for about three [years] that summer.

Q. Thief River Falls is the nearest point to Mud Lake you have ever lived?
A. No, I believe I lived at one time at Wenoska in Roseau County. Well, that is perhaps about the same distance, about forty miles is about as close as I have ever lived.

Q. So the only time you ever visited Mud Lake would be in the fall probably on a hunting trip? A. Yes, sir.

Q. How many times would you say you have done that, that is, prior to 1910, when it was tapped?
A. I believe about three times.

(Witness excused.)

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435 Ingebrat Moe, Called as a witness on behalf of the Defendants, being first duly sworn, testified as follows:

Direct Examination

By Mr. Eckstrom:

Q. You are one of the defendants in this case? A. I am.

Q. How long have you lived up in that country?
A. Since 1905 in the spring.

The Court: When did you first go there?

The Witness: My first trip was in 1900, but I have lived there since 1905.

Q. You lived on the south side of Mud Lake? A. Yes.

Q. Were you living there all the time from 1905, up to the time that the lake was drained?
A. Well, practically—I was there most of the time—I might go out and work once in a while and come back—never away more than three months at a time.

Q. You saw the lake, then, most of the time, during those years? A. I did.

Q. Saw it in the winter and saw it in the summer?
A. I did.

Q. During those years was it usually a standing body of water? A. It was.

Q. Was it a clear body of water, or were there weeds and rushes and grass in it?
A. It was a clear body of water, with the exception of a little cambric here and there.

Q. Where would the cambric be located, near the shore, or out in the [cneter]? A. Near the shore.

Q. Have you done any boating on that lake?
A. Yes, sir.

436 Q. Have you been all over the lake on boats?
A. Practically, with the exception of the shore between Little River, they call it, and Mud River—I never been along that shore.

Q. Otherwise you have been all over the lake? A. Yes.

Q. Now, then, did the farmers around that lake generally have boats? A. Yes.

Q. For the purpose of getting on there?
A. We all have boats.

Q. Were you over at Johnson's there some years ago, the time when this man Gabrielson and Edward Erickson were over there? A. I was there.

Q. How did you go over there? A. In the boat.

Q. Was Mr. Gabrielson there in the boat? A. Yes.

Q. What kind of a boat did Gabrielson have?
A. He had a flat-bottom boat.

Q. What kind of a boat did you have. A. Round bottom.

Q. With a keel? A. A small one, yes.

Q. Did you use a sail? A. Oh, yes.

Q. Now, at this particular time—you heard when Mr. Gabrielson testified about being afraid to go home?
A. I did.

Q. Was that correct? A. Yes.

Q. Did you have any trouble in going home that day?
A. No, I went home and I went also back again to that same point.

Q. What did you go back there for?
A. I took Mrs. Johnson and her daughter over to where I was living—I was living there with my auntie—I also took them back again in the boat.

Q. Would this lake get pretty rough during windy times?
A. Oh, yes.

437 Q. Where was the deepest part of the lake?
A. Well, I believe the deepest part of the lake is west or southwest of the west island, or straight south of the creek, going out of the lake.

Q. The people that had to go either out from Mud Creek, or Mud River in going through the lake, they would generally go along the north side, would they not?
A. Yes, they came up the river.

Q. They wouldn't go out into that portion of the lake that you say is the deepest part of the lake?
A. No, I don't think so, because that would be out of their way, I know.

Cross-Examination

By Mr. Anderson:

Q. Mr. Moe, did you get a patent to some of this land on the shore? A. I didn't.

Q. Did you homestead it?
A. I didn't homestead it—I had an auntie that homesteaded it.

Q. You got it from her? A. Yes.

Q. When did she get it?
A. She filed in the spring of 1905.

Q. When was her patent issued, do you know?
A. I aint sure—1910, I think.

Q. Did you ever have any trouble boating across the lake there? A. No.

Q. Were you always able to use your boats? A. Yes.

Q. Were you in [troyble] at all in hitting bottom?
A. Oh, I might have hit bottom with them some times.

Q. You probably hit bottom some times when you rowed across, but you never had a pole or pushed the boat
438 with the pole or your oar, that is, after you got away from the shore?
A. Not that I remember, no.

Q. Now, after they tapped the lake in August, 1910, you remember that, don't you? A. I do.

Q. The lake then became so dry that you couldn't boat on it any more, didn't it, after it was tapped?
A. Well, I guess it did towards fall.

(Witness excused.)

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439 EDWARD ERICKSON, Called as a witness on behalf of the Defendants, being first duly sworn, testified as follows:

Direct Examination

By Mr. Eckstrom:

Q. You are one of the men that homesteaded on the north side of the lake? A. Yes.

Q. What year did you go up there? A. 1903.

Q. You lived up there how many years? A. Five years.

Q. During that time was Mud Lake always full of water?
A. Pretty near—one fall, 1906, it wasn't very much water there.

Q. Was the lake bed covered in 1906? A. Yes, you bet.

Q. Were there any weeds up in the lake? A. Yes.

Q. How much?
A. Oh, not very much—on the side of the shore it was quite a bit of them, cambric.

Q. But out in the middle what was it—it was all open water, wasn't it?
A. No, it was a little some stuff lying on the water, some black stuff.

Q. Was there much hunting done up there?
A. Oh, yes, quite a bit.

Q. A lot of ducks and geese? A. Yes, you bet.

Q. And hunters came from——? A. All directions.

Q. Hunters used to come out there on those two small islands out in the lake, did they, [adter] the ducks on those islands? A. Yes.

Q. Made a nice camping ground? A. Yes.

Q. How did they come in there? A. With the boat.

Q. Were there lots of boats used around the lake there during the years you were there? A. Yes, you bet.

440 Q. Did you use the boat? A. Yes, you bet.

Q. Did you have any trouble in rowing around there?
A. No, I didn't.

Q. Mr. Knox and Mr. Wilcox and all those hunters, did they use boats when they were up there?
A. Yes, I think so—I don't know them.

Q. But you knew there was fellows there from Thief River Falls?
A. Yes, and they were from Minneapolis, too, and Crookston and all over.

Q. Now, then, when they would come into the lake in boats, would they come up Thief River and then down Mud Creek? A. Yes, you bet.

Q. That is the way they could get into the lake?
A. Yes, you bet.

Q. Was there any fishing done in the lake while you were there? A. Yes, not in the lake—in the creek.

Q. You mean by that the creek between the lake and Thief River? A. Yes.

Q. That is where they did the fishing? A. Yes.

Q. That is where you fished? A. Yes.

Cross-Examination

By Mr. Anderson:

Q. In 1906, did you have any trouble boating across the lake that year? A. Yes.

Q. You had difficulty in getting the boat across, did you?
A. You could hardly come across with the boat.

Q. It was so shallow? A. Yes.

Q. It would be impossible to row across? A. You couldn't.

Q. You couldn't go across? A. No. (Witness excused.)

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441 RIER RIERSON, Called as a witness on behalf of the Defendants, being first duly sworn, testified as follows:

Direct Examination

By Mr. Eckstrom:

Q. You are a merchant living at Holt? A. Yes.

Q. You have lived up in that country how many years?
A. I came up in Holt, near Holt, in 1900, in the spring.

Q. When? A. 1890.

Q. 1890? A. Yes.

Q. You have been acquainted with that country [every] since? A. Yes.

Q. During your stay up there, I presume you have been up around Mud Lake a number of times?
A. I have been at Mud Lake.

Q. A good many times?
A. Well, I haven't been there so much in the summer, but in the winter more, but I have been there in the summer, of course.

Q. During the winter, of course, you drove across the ice, is that it? A. Yes, sir.

Q. You used to have a road running right across the lake?
A. Yes, sir.

Q. Was that all clear ice?
A. Yes—sometimes, of course, the snow was in the ice for a while, [bit] it was ice all through.

Q. It wasn't very much weeds, hay and grass frozen into it? A. No.

Q. Was it an open body of water when you saw it?
A. Yes.

Q. Were you there in 1900, that year when it was so dry in the summer? A. Yes.

442 Q. Did you drive anywheres near there? A. Yes.

Q. What time of the year was it when you were there?
A. That was in the first part of August—I believe it was the 13th or 14th of August I came there—I had been up there haying.

Q. Cutting hay?
A. I put up hay there—it was so dry around Holt we didn't have any hay, so we had to get out there and cut hay. I put up ten loads at that time.

Q. How was the lake at that time?
A. It was water in the lake, but on the north bank on, it was kind of dry, so we could drive right out in the lake and close to the edge.

Q. But out in the middle of the lake was there water there? A. Yes, there was water there.

Q. So it wasn't thoroughly dry when you first saw it there the 1st of August? A. No.

(Witness excused.)

(Photographs marked for the purpose of identification as Defendant's Exhibits 11 and 12.)

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443 ANDREW ECKSTROM, Called as a witness on behalf of the Defendants, being first duly sworn, testified as [follos]:

Direct Examination

Mr. Eckstrom: In regard to Exhibit number one, I wish to say that the boat that is shown on this picture was used by myself and my wife and Mr. Arkin and Mr. Peterson, the man who had charge of the boat and Mrs. and Mr. Brown. That was about the 1st day of June, [1910], and at that time we went up Thief River and went into Mud Lake and made an extended trip around the western part of Mud Lake and came back. This picture was taken down

at Thief River where the dredge was located when they started to build the ditch and it was taken on the first Sunday that the dredge was operated—at the time when this picture was taken we were watching the work and the man that built the dredge was a man from Indiana, and they were testing out the [meahinery] there on that day and on that day this party went out on Mud Lake and made an extended trip along the west side of the lake. This was a large boat—I should judge it was about thirty foot long and carried about twenty passengers, and as was testified to, was used along the river and the lake and which I saw a number of times. In regard to number 12, I was present when this picture was taken. The people shown on this picture is my wife and Mrs. Braggins, her daughter and Mr. Brown's daughter. This was taken at the same point with exhibit 2, looking in the opposite direction, the camera
444 facing east towards the center of the lake and it shows the dredge working in the middle of the lake in the background and on the north side, as shown by this picture, you can see water that has not been run off the lake.

Mr. Anderson: When was that picture taken?

Mr. Eckstrom: That picture was taken there either the last part of September, or the first part of October, 1910.

The Court: Let me see that. (Same is handed to the Court.)

Mr. Eckstrom: Regarding the bottom of the lake there, Your Honor, there are no weeds shown—that is a blue clay and the ground at that time was covered—practically covered with these little shells and, of course, there was some dry sea-weeds there and otherwise it was practically clear. It was as hard as rock there at that time [ahen] we were there, but some have roots farther out in the lake—of course, it was wet, so it was hard to walk around there. Exhibit number 11 is a picture of Mud Creek between the lake and Thief River. This was taken near the outlet of the lake and taken at the same time.

Mr. Anderson: This Exhibit 2 is that the dredge there?

Mr. Eckstrom: No, that is the boat house.

Mr. Anderson: Now, there is back of these people, it seems to be either a bank or dirt that has been thrown up from the ditch, which is that?

Mr. Anderson: Which is that?

445 Mr. Eckstrom: The dirt that you notice in the background of the people is the west bank on the south side of the ditch.

Mr. Anderson: So that the high bank, the dirt there is thrown there from the ditch?

Mr. Eckstrom: Yes. The house boat there is on the ditch.

Mr. Anderson: And then the bank that is shown to the extreme righthand side of the picture, that is the natural bank, is that the bank of the lake that was the most pronounced?

Mr. Eckstrom: That is the natural bank, yes.

Mr. Anderson: Is that the most pronounced bank along the lake?

Mr. Eckstrom: That I couldn't say. These pictures weren't taken for the purpose of being used in court.

Mr. Anderson: There is the north side of the lake,—I think the testimony shows the east side, the bank was pronounced.

The Court: That is on the west side.

Mr. Eckstrom: That is the west side. Right at these trees here is where the ditch goes out of the lake.

Mr. Anderson: I see.

(Witness excused.)

Mr. Eckstrom: [No,w] I presume we will—we might as well stipulate this in the record about the titles of the riparian owners.

Mr. Anderson: Yes. We want the record to show that the Government in this suit makes no point as to the title of the defendants—that is, we are not interested in
446 quieting the title to the riparian land. The only thing that is involved here, as far as the Government is concerned, is the title to the bed of the lake, and in no way is the Government concerned as to the title of the riparian owners, as between themselves.

Mr. Eckstrom: Or as to their chain of title. It is admitted that the people that are named as defendants in this case are the owners of the riparian land as far as this lawsuit is concerned?

Mr. Anderson: Yes.

Mr. Eckstrom: We rest.

Mr. Anderson: We rest.

(Recess)

(Testimony closed.)

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447 (Stipulation for transmission of certain exhibits to Circuit Court of Appeals.)

It is hereby stipulated and agreed by and between the parties to the above entitled action that as part of the record upon which said action may be heard and determined in the Circuit Court of Appeals, Eighth Circuit, the Clerk of said District Court may certify and transmit to said Circuit Court of Appeals the original exhibits received at the trial herein, the same being listed below, to-wit:

Plaintiff's Exhibit A—being map of township 195 N. of Range 41 W. of the 5th principal meridian, Minnesota, same being examined and approved by the Surveyor General on April 25th, 1893.

Plaintiff's Exhibit B—same being map of township 156 North of Range 42W of the 5th principal meridian, Minnesota, same being examined and approved May 15th, 1893, by the Surveyor General.

Plaintiff's Exhibit C—same being supplemental plat of township 156 North Range 42 W, 5th principal meridian, Minnesota, being examined and approved on June 19th, 1914.

448 Plaintiff's Exhibit D—same being supplemental plat of township 156 N. Range 41 W. 5th principal meridian, Minnesota, being examined and approved June 19th, 1914.

Plaintiff's Exhibit E—same being a supplemental diagram of Mud Lake in [townships] 156 N. Ranges 41 and 42 W. 5th principal meridian, Minnesota.

Plaintiff's Exhibit F—being exemplified photostat copies of papers relating to the homestead application of Edward Ericksen.

Plaintiff's Exhibit G—being exemplified photostat copies of papers relating to homestead application of Bergit Stenmo.

Plaintiff's Exhibit H—being exemplified photostat copies of papers relating to homestead application of Bernard Larson.

Plaintiff's Exhibit I—being exemplified photostat copies of papers relating to homestead application of Knud O. Falkne.

Plaintiff's Exhibit J—being exemplified photostat copies of papers relating to homestead application of Ludovic M. Larson.

Plaintiff's Exhibit K—being exemplified photostat copies of papers relating to homestead application of Jacob Anton Johanson.

Plaintiff's Exhibit L—being exemplified photostat copies of papers relating to homestead application of Olga C. Larson.

Plaintiff's Exhibit M—being exemplified photostat copies of papers relating to homestead application of John F. Tapper.

Plaintiff's Exhibit N—being exemplified photostat copies of papers relating to homestead application of George E. Olson.

Plaintiff's Exhibit O—being exemplified photostat copies of papers relating to homestead application of Peter Christianson.

Plaintiff's Exhibit P—being exemplified photostat copies of papers relating to homestead application of Thora Anderson.

Plaintiff's Exhibit Q—being exemplified photostat copies of papers relating to homestead application of Frank W. Erickson.

Plaintiff's Exhibit R—being exemplified photostat copies of papers relating to homestead application of Oliver Johnsrud.

Plaintiff's Exhibit S—being exemplified photostat copies of papers relating to homestead application of Joseph Boyeson.

Plaintiff's Exhibit S1—being exemplified photostat copies of papers relating to homestead application of Anna Person.

449 Plaintiff's Exhibit T—being exemplified photostat copies of papers relating to homestead application of Emma O. Rygh.

Plaintiff's Exhibit U—being exemplified photostat copies of papers relating to homestead application of Karen Knutson.

Plaintiff's Exhibit V—being exemplified photostat copies of papers relating to homestead application of Christian Burchland.

Plaintiff's Exhibit W—being exemplified photostat copies of papers relating to homestead application of Christian Larson Ring.

Plaintiff's Exhibit X—same being exemplified photostat copies of correspondence and summons and complaint in the case of Albert Johnson against Bergit Stenmo and others.

Plaintiff's Exhibit Y—same being exemplied photostat copy of Findings of Fact and Conclusions of Law and Order for Judgment in the case of Albert Johnson against Bergit Stenmo and others.

Plaintiff's Exhibit Z—being the office circular of the general land office dated March 27th, 1896.

Plaintiff's Exhibit A1—being the office circular of the general land office dated September 22nd, 1903.

Plaintiff's Exhibit A2—being office circular of the general land office dated September 22nd, 1903.

Plaintiff's Exhibit A3—being press copy of letter dated July 24th, 1912, to the Register and Receiver at Crookston, Minnesota, headed Status of lands in the bed of Mud Lake.

Plaintiff's Exhibit A4—being office circular of the general land office dated February 19th, 1916.

Defendant's Exhibit 1—same being a postal photograph of launch and five people.

Defendant's Exhibit 2—same being a photograph of a cabin and nine people.

Defendant's Exhibit 3—same being map of Marshall County.

Defendant's Exhibit 4—same being a postal card size photograph of a body of water.

Defendant's Exhibit 5—same being a certified copy of engineer's report in the case of Albert Johnson against Bergit Stenmo and others.

450 Defendant's Exhibit 6—being an exemplified photographic copy of the field notes of the survey of town-

ship 156 N. Range 41 W, 5th principal meridian, Minnesota, approved April 25th, 1893.

Defendant's Exhibit 7—being exemplified photographic copy of field notes of the survey of two islands in Mud Lake in township 156 N. Range 41 W, 5th principal meridian, Minnesota, approved June 24th, 1903.

Defendant's Exhibit 8—being exemplified photographic copy of field notes of the survey of township 156 N. Range 42 W, 5th principal meridian, Minnesota, approved May 5th, 1893.

Defendant's Exhibit 9—same being a photograph of a dredge and launch.

Defendant's Exhibit 11—same being a photograph of a row boat containing two people, in Mud Creek.

Defendant's Exhibit 12—being a photograph showing the present bottom of what was formerly called Mud Lake, and the so-called outlet ditch.

The foregoing exhibits were offered and received in evidence upon the trial of said case, and it is hereby further stipulated that the same when so certified and transmitted may be considered as and being a part of the record herein for all the purposes and use at the hearing and decision in said case upon the appeal therein. That the object of this stipulation is to avoid what is deemed by the parties hereto to be unnecessary expense of incorporating said exhibits in the printed record.

LAFAYETTE FRENCH, JR.,
United States Attorney, and Attorney for Complainant.

A. N. ECKSTROM,
Attorney for Defendants except Margit Vaule.

W. E. ROWE,
Attorney for Defendant Flakne.

VAULE & MURPHY,
Attorney for Defendant Bergit Stenmo.

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451 (Order for transmission of certain exhibits to Circuit Court of Appeals.)

Upon reading the foregoing and attached stipulation of

counsel and upon motion of Lafayette French, Jr., United States Attorney and Attorney for Plaintiff,

It Is Ordered that in addition to the transcript of the record on appeal in this action, that the Clerk of this Court, transmit to the Clerk of the United States Circuit Court of Appeals at St. Louis, Missouri, the exhibits enumerated in the stipulation hereto attached, to be by him safely kept and returned to this Court upon the final determination of this action in said Court of Appeals.

Dated this 22nd day of September, 1922.

WILBUR F. BOOTH
Judge.

by request of PAGE MORRIS
Judge.

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452 (Stipulation approving Transcript of Testimony.)

It is hereby stipulated by and between the parties to the above entitled cause that the hereinbefore case proposed by the Plaintiff, in the above entitled case or record proposed by the Plaintiff, may be certified, allowed and signed by the Judge of said Court as and for the certified case in said appeal and may be filed as the certified case of the plaintiff in said appeal.

Dated September 16th, 1922.

LAFAYETTE FRENCH JR.
United States Attorney, and Attorney for Complainant.

A. N. ECKSTROM
Attorney for Defendants except Margit Vaule

VAULE & MURPHY
[Attorney] for Defendant. Bergit Stenmo

W. E. ROWE
Attorney for Defendant. Knud Flakne

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453 (Certificate of District Judge approving transcript of testimony.)

The foregoing document having been examined and having been found to contain a full, correct and complete statement of the proceedings had at the trial of the above action including all the evidence, rulings and exceptions therein, and a stipulation as to the exhibits used in the trial of said cause,

It is hereby certified and signed as the certified case of the plaintiff in said appeal.

Dated this 22nd day of September, 1922.

WILBUR F. BOOTH
Judge.

by Request of
PAGE MORRIS Judge.

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455 (Clerk's Certificate to Transcript.)

United States District Court,
District of Minnesota,
Sixth Division.

The United States of America, Plaintiff, vs. Holt State Bank, et al. Defendants.	No. 110 Equity.

I, Joel M. Dickey, Clerk of said District Court, do hereby certify and return to the Honorable, the United States Circuit Court of Appeals for the Eighth Circuit, that the foregoing record, consisting of 453 pages, numbered consecutively from 1 to 453 inclusive, has been prepared in accordance with the praecipe for this transcript filed herein on August 24th. 1922 (p. 254), and this is a true and correct record and transcript of the pleadings, orders, final decree, and all proceedings had in said cause (excepting the exhibits), all according to the files and records thereof in this court, and that I have annexed to said transcript and included in the paging thereof the original Citation and proof of service thereof.

And I do further certify and return that in accordance with the stipulation and order shown at pages 447 to 451, inclusive, of the transcript I am transmitting herewith by mail, in two separate packages, the following original exhibits in said cause, to-wit:

Plaintiff's Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, S-1, T, U, V, W, X, Y, Z, A-1, A-2, A-3, A-4,

Defendant's Exhibits 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, 12; and that the said above enumerated exhibits are all of the exhibits introduced and used upon the trial of said cause in this court.

In Testimony Whereof, I have hereunto set my hand, and affixed the seal of said Court, at Fergus Falls, in the District of Minnesota, Sixth Division, on this 9th. day of November, A. D. 1922.

JOEL M. DICKEY, Clerk,
By L. A. LEVORSEN,
[Depurt] Clerk.

(U. S. Dist. Court Seal
Sixth Division
Dist. of Minnesota.)

Filed Nov 20 1922 E. E. Koch Clerk

451 (Appearance of Mr. A. N. Eckstrom as counsel for appellees. Filed Dec. 6, 1922.)

The clerk will enter my appearance as counsel for the appellees.

A. N. ECKSTROM,
Warren, Minnesota.

(Appearance of Mr. Ole J. Vaule and Mr. William P. Murphy as counsel for appellee, Margit Vaule. Filed Feb. 21, 1923.)

The clerk will enter my appearance as counsel for the appellee, Margit Vaule.

OLE J. VAULE.
WILLIAM P. MURPHY.

(Appearance of Mr. W. E. Rowe as counsel for appellee, K. O. Flakne. Filed Feb. 26, 1923.)

The clerk will enter my appearance as counsel for the appellee, K. O. Flakne.

W. E. ROWE,
Crookston, Minn.

452 In United States Circuit Court of Appeals

Submission of cause, May 21, 1923

This cause having been called for hearing in its regular order, argument was commenced by Mr. S. W. Williams, special assistant to the Attorney General, for appellant, continued by Mr. A. N. Eckstrom and Mr. Ole J. Vaule, for appellees, and concluded by Mr. S. W. Williams, special assistant to the Attorney General, for appellant.

Thereupon this cause was submitted to the court on the transcript of the record from said District Court and the briefs of counsel filed herein.

453 In United States Circuit Court of Appeals

[Title omitted.]

Opinion

(Filed Dec. 5, 1923)

Mr. S. W. Williams, special assistant to the Attorney General, for appellant.

Mr. A. N. Eckstrom and Mr. Ole J. Vaule (Mr. W. E. Rowe was with them on the brief), for appellees.

Before SANBORN and LEWIS, Circuit Judges, and MCGEE, District Judge

SANBORN, *Circuit Judge*, delivered the opinion of the Court:

This is a suit in equity by the United States against the homesteaders and their successors in interest, the riparian owners of the

lands on the shores of Mud Lake in Minnesota, to quiet its title to the bed of that lake and to perpetually enjoin the defendants from making any farther claim thereto.

There was in the western part of Minnesota in 1889 in townships 156, north of range 42, and 156, north of range 41, west of the 5th principal meridian, a body of water called Mud Lake, which covered an area of about 4,929 acres. The Chippewa Indians were occupying that part of Minnesota which included this lake and the land surrounding and in the vicinity of it. By the act of January 14, 1889 (c. 24, 25 Stat. p. 642), Congress authorized the acquisition of a relinquishment to the United States by those Indians of all their title and interest in and possession of this lake, the land bordering upon it, and the lands in its vicinity, and provided that the lands so relinquished should be surveyed by the United States
454 and sold to settlers in accordance with the provisions of its homestead laws for $1.25 per acre, and that the net proceeds of the sales should be placed in the Treasury of the United States to the credit of the Chippewa Indians in Minnesota. Pursuant to this act the Chippewa Indians ceded and relinquished to the United States all their rights and interests in and their possession of this lake, the lands bordering upon it, and in the vicinity of it. Those lands were thereupon, in 1892, surveyed under the direction of the Commissioner of the General Land Office and the report, field notes, and plats of the survey were filed in the General Land Office and approved by its Commissioner and the Secretary of the Interior. By this survey this lake was meandered and was designated on the plats as Mud Lake.

On May 15, 1906, the lands so surveyed were by the United States opened for entry under the provisions of the homestead laws and of the act of January 14, 1889. The defendants below in this suit are the purchasers, or the successors in interest of the purchasers, from the United States under this legislation of the lands bordering upon this lake and upon its meander line, and they claim as riparian owners their respective proportionate shares of the land in the bed of this lake, which has in later years become dry. A few of the patents issued by the United States to the lands upon the shores of this lake that were issued since the year 1915 contain a restriction to this effect: "It being expressly understood that the conveyance hereby made is limited to the land lying outside of the established meander line of Mud Lake."

After the survey and meander line had been approved and filed in 1892, after the lands bordering on the lake had been opened for entry thereunder by the plaintiff on May 15, 1906, and after many homesteaders had entered lands bordering upon the lake under this legislation, and, in the year 1916, the United States caused a survey of the land in the bed of Mud Lake to be made, declared this land opened for entry under its homestead laws, and after the year 1915 permitted homesteaders to the number of about thirty-eight to enter upon it, but it has not yet issued patents therefor.

Between May 15, 1906, when the lands on the shores of Mud Lake were first opened for entry, and 1916, when the lands in the bed of the lake were declared open for entry, and in the years 1910 and
1911, under and in accordance with the laws of the State of
455 Minnesota, and pursuant to the orders and decree of the District Court of Marshall County in that State, in a case of which that court had jurisdiction, a judicial ditch had been constructed across the land that was the bed of Mud Lake, and most of the water upon this bed had been drained off.

In February, 1914, in a suit brought in that court in 1911 by one Albert Johnson, a riparian owner, against the other riparian owners on Mud Lake to determine their respective rights in the land that was in the bed of that lake, that court adjudged that the riparian owners were the owners of those portions of the bed of the lake which extended to the center thereof between the side lines of their respective tracts extended from the meander line to the center of the lake and established and fixed those lines by its decree.

Upon this state of facts and a large volume of evidence relative to the navigability of Mud Lake, counsel for the United States claimed that that lake never was navigable, that the title to the land in its bed was still in the United States, and that it was entitled to a decree to that effect and to the effect that the riparian owners be enjoined from making any further claims thereto. But the court below upon the final hearing found that Mud Lake was a navigable body of water when the plaintiff sold the lands on its shores to the defendants, or their predecessors in interest, although most of its waters subsequently were drained from it by the judicial ditch and its bed became comparatively dry in 1910 and 1911, that the United States had no title or interest in or to the lands in its bed and it dismissed the plaintiff's bill. Counsel for the plaintiff has assigned this finding and this decree as error and earnestly contended that Mud Lake never was a navigable body of water, that, consequently, the title to its bed remained the property of the United States and it was entitled to a decree in its favor.

Reduced to its lowest term the case presents the single question: Is the United States the owner or are the homesteaders to whom it sold the lands bordering on Mud Lake in 1906 and subsequent years, and their successors in interest, the owners of the land in its bed? The answer to that question, however, is not determined by the answer to the question whether Mud Lake was navigable or unnavigable in 1906, or at any other time.

"The shores of navigable waters and the soils under them were
not granted by the Constitution to the United States, but were
456 reserved to the States respectively; and the new States upon their admission to the Union have the same rights in respect thereof as the original States. As to lands bounded on unnavigable waters the United States assumes the position of a private owner subject to the general law of the State so far as its conveyances are

concerned. In either case the question whether the title to the soil under the waters passes to the grantee of the shore land is determined by the law of the State where the land lies." (Harrison v. Fite, 148 Fed. (8th C. C. A.) 782, 783.)

It is determined by the law of the State where the land lies, where the waters are navigable, subject only to the paramount right of the United States to regulate and improve the navigation of those waters for commercial and public purposes. (Water Power Co. v. Water Commissioners, 168 U. S. 349, 358; Railroad Co. v. Schurmeier, 7 Wall. 272; Shively v. Bowlby, 152 U. S. 1, 38, 40, 57, 58; Scott v. Lattig, 227 U. S. 229, 242, 243; Port of Seattle v. Ore. & W. R. R., 255 U. S. 56, 63; Jackson-Walker Coal & Material Co. v. Hodges, 283 Fed. 457, 462.)

It is determined by the law of the State where the land lies, where the waters are not navigable. (Hardin v. Jordan, 140 U. S. 371, 384; United States v. Chandler-Dunbar Co., 229 U. S. 53, 60; Shell v. Mattson, 81 Minn. 38, 40, 41; Mitchell v. Smale, 140 U. S. 406, 407, 412—where the Supreme Court expressed its view of a proceeding like that taken in the case in hand of first selling the shore lands of a lake and subsequently surveying and selling the lands in the bed thereof, in these words: "We think it a great hardship, and one not to be endured, for the Government officers to make new surveys and grants of the beds of such lakes after selling and granting the lands bordering thereon, or represented so to be. It is nothing more nor less than taking from the first grantee a most valuable, and often the most valuable part of his grant. Plenty of speculators will always be found, as such property increases in value, to enter it and deprive the proper owner of its enjoyment; and to place such persons in possession under a new survey and grant, and put the original grantee of the adjoining property to his action of ejectment and plenary proof of his own title, is a cause of vexatious litigation which ought not to be created or sanctioned.") How then can there be any equity in a bill such as that in hand to sustain and effectuate such a proceeding?

457 We turn then to the local law of the State of Minnesota to ascertain the rights and interests of homesteaders to whom the United States granted the lands on the shores of Mud Lake in the lands in the bed of that lake. The law of Minnesota upon this subject is not doubtful and it was clearly stated by the Supreme Court of Minnesota in the year 1893 in these words: "Where a meandered lake is nonnavigable in fact the patentee of land bordering on it takes to the middle of the lake; that where the lake is navigable in fact, its waters and bed belong to the State, in its sovereign capacity, and that the riparian patentee takes the fee only to the water's edge, but with all the rights incident to riparian ownership on navigable waters, including the right to accretions or relictions formed or produced in front of his land by the action or recession of the water. Of course, it is a familiar principle that these riparian

rights rest upon title to the bank or shore, and not upon title to the soil under the water." (Lamprey v. State, 52 Minn. 182, 198; Shell v. Matteson, 81 Minn. 38.)

If, therefore, as the United States insists, Mud Lake was non-navigable, the defendants below, the riparian owners, took the land in the bed of the lake to the middle of the lake. If, on the other hand, it was navigable, they took the fee to the land on its shores to the water's edge and all the rights and interests incident to the riparian ownership, including the accretions and relictions formed or produced in front of their lands by the action or recession of the waters. The land in the bed of this lake consists of such accretions and relictions, and it is the property of the defendants by reason of their ownership of the lands on its shores, subject only to the paramount right of the United States to regulate and improve the navigation of its waters for public and commercial purposes, and that right was never of value and ceased to exist when the bed of the lake became dry land.

Moreover, since the settled law has become that the rights and interests of riparian owners on the shores of lakes and rivers to the lands under the waters upon which they border are determinable by the law of the State in which the lands lie, and since such rights and interests are often conditioned by the navigability of such waters, it logically follows and has long since become the law of the land, with some exceptions not material in the considera-
458 tion of this case (Brewer-Elliott Oil & Gas Co. v. United States, 270 Fed. 100, 107, 109), that in the determination of the rights of riparian owners to the lands under the water upon which their lands border what shall be deemed a navigable water must be determined by the law of the State in which the riparian lands lie. (Donnelly v. United States, 228 U. S. 243, 262; Jackson-Walker Coal & Material Co. v. Hodges, 283 Fed. 457, 462.)

The law of the State of Minnesota upon this subject of navigability is and for more than a quarter of a century has been that the waters of its inland lakes, though not adapted to nor much used for commercial navigation, are navigable waters so long as they are capable of being put to public use for sailing, rowing, fishing, fowling, taking water for domestic or agricultural uses, or other like purposes, and that when the waters of any of them have so far receded or dried up that they are no longer capable of any beneficial use by the public, their beds become the private property of the riparian owners of the lakes. (Lamprey v. State, 52 Minn. 182, 200.)

The court below tested the navigability of the waters of Mud Lake under the evidence presented to it by this rule and found them to have been navigable waters until the judicial ditch drained them away years after the defendants or their predecessors in interest purchased the land upon their border under the survey of 1892. And a consideration of the evidence leaves no doubt that the waters of this lake were capable of public use and were used by the public

for sailing, rowing, fishing, fowling, and other similar purposes until 1910, when the ditch was constructed. There was, therefore, no error of law or mistake of fact in the finding that they were navigable waters according to the law of the State of Minnesota. The title to the land under these waters, therefore, passed from the United States to the State of Minnesota prior to the survey of 1892, and the restriction inserted by the United States in some of the patents to the lands above the meander line were ineffective and are here immaterial, because the United States no longer had any substantial right or interest in the lands under the waters of the lake or below its meander line.

Our conclusion is that there was no equity in the case of the United States, that it had no substantial right or interest in
459 the lands in the bed of Mud Lake when it commenced this suit, and that the decree of dismissal of its bill ought to be and is affirmed.

460 In United States Circuit Court of Appeals

[Title omitted.]

Judgment, December 5, 1923

This cause came on to be heard on the transcript of the record from the District Court of the United States for the District of Minnesota, and was argued by counsel.

On consideration whereof it is now here ordered, adjudged, and decreed by this court that the decree of the said District Court in this cause be, and the same is hereby, affirmed without costs to either party in this court.

461 In United States Circuit Court of Appeals

Petition for and order allowing appeal

(Filed February 22, 1924)

The above-named plaintiff, the United States of America, conceiving itself aggrieved by the decree entered on or about December 5, 1923, in the above-entitled cause, does hereby appeal from said decree to the Supreme Court of the United States for the reasons specifically set forth in the assignment of errors filed herewith, and prays that this appeal may be allowed, and that a transcript of the record and proceedings, and papers upon which said decree was made, duly authenticated, may be sent to the Supreme Court of the United States.

S. W. WILLIAMS,
Special Assistant to the Attorney General,
Solicitor for the United States.

ST. LOUIS, MO., *February 22, 1924.*

And now, to wit, on February 22, 1924, it is ordered that the appeal be allowed as prayed for.

WALTER H. SANBORN,
Circuit Judge.

[File indorsement omitted.]

In United States Circuit Court of Appeals

Assignment of errors

(Filed February 22, 1924)

Now comes the United States, and in connection with its appeal allowed herein, files this, its assignment of errors, upon which it will rely upon the prosecution of its said appeal to the Supreme Court of the United States.

462 1. The Circuit Court of Appeals erred in holding that the purchasers of the lands abutting on the so-called lake acquired title by virtue of said purchase to the center thereof.

2. The court erred in holding that prior to its being drained in 1910 and 1911 Mud Lake was a navigable body of water.

3. The court erred in not holding that the United States was the owner of the bed of the lake and authorized to sell it for the benefit of the Indians.

4. The court erred in not giving effect to the limitations in some of the patents providing that the purchasers were limited to the meander line.

5. The court erred in entering a decree in favor of the appellees.

The United States therefore prays that the decree be reversed, and for such other and further relief as it may be entitled to in equity and good conscience.

S. W. WILLIAMS,
Special Assistant to the Attorney General,
Solicitor for the United States.

[File indorsement omitted.]

463 In United States Circuit Court of Appeals

Precipe for transcript of record

(Filed March 5, 1924)

To the Clerk of the United States Circuit Court of Appeals for the Eighth Circuit:

Please prepare, duly authenticate, and transmit to the Supreme Court of the United States a transcript, incorporating the following portions of the record in the above-entitled case, to wit:

1. Certified copy of the printed transcript used in the Circuit Court of Appeals, to which you will add copies of the following:

2. Entry of appearances of parties in interest.

3. Opinion of the Circuit Court of Appeals.

4. Decree of the Circuit Court of Appeals.
5. Petition for and order allowing appeal to the Supreme Court.
6. Assignment of errors.
7. The original citation showing service.
8. This praecipe.

S. W. WILLIAMS,
Special Assistant to the Attorney General,
Solicitor for the United States.

Receipt is hereby acknowledged of the foregoing praecipe for record on appeal.

Dated this 26th day of February, 1924.

W. E. ROWE,
OLE J. VAULE,
Solicitors for Appellees.

464 Receipt is hereby acknowledged of the foregoing praecipe for record on appeal.

Dated this 27th day of February, 1924.

A. N. ECKSTROM,
Attorney for Defendants, except Vaule & Flaten.

Return on service of writ

UNITED STATES OF AMERICA,
District of Minnesota, ss:

I hereby certify and return that I served the annexed praecipe for transcript on appeal on the therein-named A. N. Eckstrom by handing to and leaving a true and correct copy thereof with him personally at Warren in said district on the 27th day of Feb., A. D. 1924.

EDWARD RUSTAD,
U. S. Marshal.
By PHILLIP S. CONVERSE,
Deputy.

Return on service of writ

UNITED STATES OF AMERICA,
District of ——, ss:

I hereby certify and return that I served the annexed praecipe for transcript on appeal on the therein-named W. E. Rowe and Ole J. Vaule by handing to and leaving a true and correct copy thereof with each of them personally at Crookston in said district on the 26th day of Feb., A. D. 1924.

EDWARD RUSTAD,
U. S. Marshal.
By PHILLIP S. CONVERSE,
Deputy.

465 [File endorsement omitted.]

466 [Citation in usual form, showing service on W. E. Rowe, filed March 5, 1924, omitted in printing.]

469 In United States Circuit Court of Appeals

Clerk's Certificate

I, E. E. Koch, clerk of the United States Circuit Court of Appeals for the Eighth Circuit, do hereby certify that the foregoing contains the transcript of the record from the District Court of the United States for the District of Minnesota, as prepared and printed under the rules of the United States Circuit Court of Appeals for the Eighth Circuit, under the supervision of its clerk, and full, true, and complete copies of the pleadings, record entries, and proceedings, including the opinion, had and filed in the United States Circuit Court of Appeals, except the full captions, titles, and endorsements omitted in pursuance of the rules of the Supreme Court of the United States, prepared in accordance with the præcipe of counsel for the appellant in a certain cause in said Circuit Court of Appeals wherein the United States of America was appellant and the Holt State Bank, a corporation, et al., were appellees, No. 6523, as full, true, and complete as the originals of the same remain on file and of record in my office.

I do further certify that the original citation with acknowledgments of service endorsed thereon is hereto attached and herewith returned.

I do further certify that on the sixth day of February, A. D. 1924, a mandate was issued out of said Circuit Court of Appeals in said cause, directed to the judges of the District Court of the United States for the District of Minnesota.

In testimony whereof I hereunto subscribe my name and affix the seal of the United States Circuit Court of Appeals for the Eighth Circuit, at office in the city of St. Louis, Missouri, this sixth day of March, A. D. 1924.

E. E. Koch,
Clerk of the United States Circuit Court of Appeals for the Eighth Circuit.

470 In the Supreme Court of the United States

Stipulation and affidavit of Theo. Quale

(Filed March 22, 1924)

It is hereby stipulated by the above-named parties, through their respective counsel, that the attached affidavit of Theo. Quale may be made a part of the record in the above-entitled matter. It is the purpose of this stipulation and the attached affidavit to show that the above-entitled litigation involves property exceeding in value the sum of one thousand dollars ($1,000.00).

OLE J. VAULE,
A. N. ECKSTROM,
Attorneys for the Defendants.
H. L. UNDERWOOD,
Special Assistant to the Attorney General and Attorney for the Plaintiff.

471 United States Supreme Court

STATE OF MINNESOTA,
County of Pennington, ss:

Theo. Quale, being first duly sworn, do on oath depose and say that he is a citizen and resident of the city of Thief River Falls, in Pennington County, Minnesota; that he is a lawyer by profession and has resided at and practised his said profession in the city of Thief River Falls for ten years last past.

That he has read the bill of complaint filed in the above-entitled action in the District Court of Minnesota, Sixth Division, and particularly paragraph six (6) thereof. That affiant is familiar in a general way with the lands described in paragraph seven (7) of said bill of complaint, and knows of his own knowledge that said lands are worth and of the reasonable market value of from five dollars ($5.00) to twenty dollars ($20.00) per acre, and that
472 the property involved in this action greatly exceeds in value the sum of one thousand dollars ($1,000.00).

THEO. QUALE.

Subscribed and sworn to before me this 13th day of March, A. D. 1924.

LAURA BROWN,
Notary Public, Pennington County, Minn.

My commission expires February 20,1929.

[Indorsed on cover:] File No. 30221. U. S. Circuit Court of Appeals, Eighth Circuit. Term No. 337. The United States of America, appellant, vs. Holt State Bank, Deposit Bank of Winona, Federal Land Bank of St. Paul, et al. Filed March 24th, 1924. File No. 30221.

In the Supreme Court of the United States

OCTOBER TERM, 1924

THE UNITED STATES OF AMERICA, appellant
v.
HOLT STATE BANK, DEPOSIT BANK OF Winona, Federal Land Bank of St. Paul, et al. } No 337

APPEAL FROM THE CIRCUIT COURT OF APPEALS FOR THE EIGHTH CIRCUIT

BRIEF FOR THE UNITED STATES

STATEMENT

This is a suit by the United States to quiet title to what was formerly the bed of so-called Mud Lake in the State of Minnesota. The area in question was formerly a part of the Red Lake Chippewa Indian Reservation and was ceded with other lands, pursuant to the provisions of the act of January 14, 1889, 25 Stat. 642, commonly known as the Nelson Act. That act provided that the ceded agricultural lands should be disposed of to actual set-

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tlers only under the provisions of the homestead laws, each settler being required to pay for the land entered by him the sum of $1.25 for each and every acre, which money, after the deduction of certain expenses, was to be deposited in the Treasury of the United States to the credit of the Chippewa Indians of Minnesota as a permanent fund. (R. 3.)

The area involved is situated in townships 156 North, Ranges 41 and 42 West of the 5th Principal Meridian, and when those townships were first surveyed in 1892 this area was meandered and designated as Mud Lake on the official plats returned by the surveyor. (Exhibits A and B to the Bill of Complaint.) The lands abutting on the so-called lake were disposed of according to the provisions of the act of 1889, *supra*. In some of the patents that were based on these entries it was expressly stated that the grant was limited to an area above the meander line (R. 242, 256, 269, 292), while in other patents there was no such restriction or limitation.

By the act of June 21, 1906, 34 Stat. 325, 352, Congress authorized the Secretary of the Interior to cause to be made a drainage survey of the land ceded by the Chippewa Indians under the Nelson Act, which at that time remained unsold and were wet, overflowed, or swampy in character, with a view to determining what portions thereof might be profitably and economically reclaimed by drainage, the number, location, cost, and extent of drainage ditches, canals, or improved natural water

courses required to afford drainage outlets, and whether a sufficient fund for such improvement could be provided by an increase in the price at which such unsold ceded lands should be sold in the future. The act made an appropriation of $15,000 for the purpose of paying the expenses of this survey and provided that the amount appropriated should be reimbursed from the funds in the Treasury belonging to the Indians. It seems that $20,000 additional was subsequently appropriated to the same end. 34 Stat. 1033; 35 Stat. 82.

Pursuant to this legislation two drainage surveys were made, one in 1906 (House Doc. 607, 59th Cong. 2nd sess.) and the other in 1907 and 1908 (House Doc. 27, 61st Cong. 1st sess.).

By the act of May 20, 1908, 35 Stat. 169, Congress made all lands in the State of Minnesota which where subject to entry and all entered lands for which no final certificates had issued subject to the provisions of the laws of the State of Minnesota relating to the drainage of swamp or overflowed lands for agricultural purposes to the same extent and in the same manner that lands of like character held in private ownership were subject. This act provided that the cost of the drainage work should be equitably proportioned among all such lands, private lands, unentered lands, and lands entered but not patented.

Following this legislation a drainage ditch was constructed through the area in question as a result of which Mud Lake was drained in the year

1910 or 1911 (R. 5, 98, 418); and in 1913 the Government surveyed the lake bottom finding it to contain 4929.64 acres, and it was opened to entry and was in fact entered by homesteaders pursuant to the act of 1889 (R. 6), many of the entrymen being ex-service men of the World War.

In the year 1913 what appears to have been a friendly suit was instituted in the State District Court by one of the owners of lands abutting on the lake against the others for the purpose of adjudicating their titles, and by the judgment rendered in that case it was declared that the owners of the abutting lands were the owners of that portion of Mud Lake contiguous thereto and extending to the center thereof. The United States was named as a party defendant in that suit, but there is nothing to show on whom service was made in that behalf.

As already stated, this suit was brought by the United States to quiet title as against the owners of the shore lands abutting on the lake, who are the homestead entrymen first above named, or their assignees.

At the trial of the case inquiry was directed as to whether the lake was, before it was drained, a navigable body of water, and on this question the testimony of a number of witnesses was taken. It appears from the evidence that the lake at its deepest places was about four and a half feet deep when full of water (R. 310, 311); but that when the lake was full of water the entire surrounding country was wet and overflowed (R. 327). In one year,

1900, the lake was almost dry and hay was cut from the bottom (R. 315, 371). One witness testified that "You couldn't by any means use a boat" that year (R. 376). The lake was a great hunting ground in the fall of the year (R. 336, 342), and hunters used boats for that purpose. From 1902 to 1907 there were times when it was too dry to use a boat (R. 316). In the wintertime the waters of the lake froze apparently to the bottom (R. 322, 388). There were one or two stores in the vicinity of the lake the goods for which were usually brought up on sleighs in the winter, though it seems that sometimes in the summer the rivers and Mud Lake were used for that purpose.

One witness for the Government, who lived for years within two miles of the lake, testified that he could not always use a boat to cross it. He used a boat when he could do so and when he got stuck he used a pole or went out and pulled it. There were times when he would have to get out of the boat and push it. That happened many times (R. 357). The testimony of another witness was to the same effect (R. 371). One year he drove across the lake with a team.

A witness for the defendants testified that he had goods and merchandise brought up by row-boats and also by a gasoline launch. Sometimes he had two or three boats out at one time. He couldn't recollect how many but he kept a number of boats every season (R. 400). On cross-examination he said they made about five trips in boats

and he admitted that the year he ran a gasoline launch was quite a wet year (R. 401). As a rule the boats which the witnesses used in crossing Mud Lake were rowboats. It was an exception to use a gasoline launch on Mud Lake (R. 402).

Another witness for the defense testified that he was not at the lake very often. There was nothing to take one to the lake unless he went there for hunting. (R. 408.) This witness would not fix any number of times that he crossed the lake in a rowboat. He wouldn't say that he had been across there twelve times. (R. 409.)

The lake seems to have had a well-defined shore on the west, north, and south sides, but on the other side there was no shore. One witness for the defendants testified that he had trouble in crossing the lake in 1906:

> Q. You had difficulty in getting the boat across, did you?
>
> A. You could hardly get across with the boat.
>
> Q. It was so shallow?
>
> A. Yes.
>
> Q. It would be impossible to row across?
>
> A. You couldn't.
>
> Q. You couldn't go across?
>
> A. No. (R. 439.)

Briefly summarized the testimony shows that the lake seldom served any human purpose beyond floating the canoes of hunters. It may or may not have possessed a sufficient uniformity of depth to

permit its navigation by boats used in the prosecution of more serious pursuits; but it is apparent that there was little occasion to test its possibility as a useful avenue of commerce.

The District Court by decree entered March 3, 1922, held that Mud Lake, before it was drained, was a navigable lake; that the respective owners of the subdivisions of land abutting thereon were the owners of the land which was formerly the bed of the lake in front of said subdivisions and extending to the center of the lake; and the court accordingly dismissed the Government's bill of complaint. (R. 297.)

An appeal was taken to the Circuit Court of Appeals, where the action of the lower court was affirmed in an opinion which held that whether the lake were navigable or not, the entrymen of the surveyed land adjoining the lake acquired by their entries title to the center of the body of water. But the Court of Appeals as a matter of fact likewise held the lake to be a navigable body of water. (R. 451.)

ASSIGNMENT OF ERRORS

1. The Circuit Court of Appeals erred in holding that prior to its being drained in 1910 or 1911, Mud Lake was a navigable body of water.

2. The Court erred in not holding that the United States was the owner of the bed of the lake in trust for the Indians and was under obligations to sell it for their benefit.

3. The Court erred in not giving effect to the limitations in some of the patents providing that the purchasers were restricted to the meander line.

ARGUMENT

I

Mud Lake was never a navigable body of water in fact, therefore the title to the bed of the lake did not vest in the State of Minnesota

Those waters must be regarded as navigable waters which are navigable in fact.

> And they are navigable in fact when they are used, or are susceptible of being used, in their ordinary condition, as highways for commerce, over which trade and travel are or may be conducted in the customary modes of trade and travel on water. *The Daniel Ball,* 10 Wall. 557, 563.

In *The Montello,* 20 Wall. 430, 442, this Court said:

> It is not, however, as Chief Justice Shaw said, " every small creek in which a fishing skiff or gunning canoe can be made to float at high water which is deemed navigable, but, in order to give it the character of a navigable stream, it must be generally and commonly useful for some purpose of trade or agriculture."

Considering this question this court said in the case of *Leovy* v. *United States,* 177 U. S. 621, 632, referring to the rule laid down in *The Daniel Ball* and *The Montello, supra:*

> It is a safe inference from these and other cases to the same effect which might be cited that the term "Navigable waters of the United States" has reference to commerce of a substantial and permanent character to be conducted thereon.

In *Harrison* v. *Fite*, 148 Fed. 781, the Circuit Court of Appeals for the Eighth Circuit used the following language (p. 783):

> To meet the test of navigability as understood in the American law a water course should be susceptible of use for purposes of commerce or possess a capacity for valuable floatage in the transportation to market of the products of the country through which it runs. It should be of practical usefulness to the public as a public highway in its natural state and without the aid of artificial means. A theoretical or potential navigability, or one that is temporary, precarious, and unprofitable, is not sufficient. * * * Mere depth of water, without profitable utility, will not render a water course navigable in the legal sense, so as to subject it to public servitude, nor will the fact that it is sufficient for pleasure boating or to enable hunters or fishermen to float their skiffs or canoes.

No inference of navigability can arise from the action of the Government in meandering the so-called lake. The same thing has been done on numerous water courses admittedly nonnavigable.

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Besides the surveying officers were not clothed with power to settle the question of navigability. *Oklahoma* v. *Texas,* 258 U. S. 574, 585.

> The question whether waters are or are not navigable is in the first instance a Federal question, the authoritative and final answer to which can only be given by the Supreme Court of the United States interpreting and applying the Federal Constitution. 29 Op. A. G. 455, 466.

As said by the Supreme Court in *Oklahoma* v. *Texas, supra* (p. 586), the settled rule in this country is—

> that navigability in fact is the test of navigability in law, and that whether a river is navigable in fact is to be determined by inquiring whether it is used, or is susceptible of being used, in its natural and ordinary condition as a highway for commerce.

In that case the court held that the Red River in Oklahoma was nonnavigable, notwithstanding the fact that it was shown that at certain seasons of the year boats of light draft carried merchandise up the river and took back cotton and other products on their return trip. So in *Brewer-Elliott Oil and Gas Company* v. *United States,* 260 U. S. 77, it was held that the Arkansas River was nonnavigable above Fort Gibson, notwithstanding that skiffs could be used on the river and there were times when much larger craft could be used.

Tested by the rules laid down in the cases cited, it will be readily seen that Mud Lake falls far short

of being a navigable body of water. It may have had sufficient depth at times of floods for the use of boats of light draft, but there were seasons when the lake was practically dry land, and often in times of water the boats that were used upon the lake had to be poled or pulled across the shallow places. Moreover, there was no commerce to be conducted on the lake, as the country was sparsely settled and there was little or no occasion for it. The situation in this regard is shown by a memorandum accompanying the report to Congress on the drainage survey, where it is stated:

> In the area surveyed many thousands of acres of land have been patented, and occasionally it has been possible to raise a crop. But for much of every year the land is so soaked in water as to be unfit for cultivation.
>
> At certain seasons the people are entirely isolated on account of the impassability of the country surrounding them, and they may have been reduced to dire poverty by their inability to secure outlets for such ditches as they have been able to dig. House Doc. 607, p. 3, *supra.*

It is apparent, therefore, that the title to the bed of Mud Lake at no time vested in the State of Minnesota, and the Circuit Court of Appeals was clearly in error in holding the lake to be navigable. The court fell into this error in adopting the decision of the Supreme Court of the State as affording a proper definition of navigable waters. This view is not only at variance with the views generally

adopted by the courts of the several States (see *Harrison* v. *Fite, supra,* but obviously extends beyond the limit of the rule as laid down by this court in the decisions above cited. To admit a multiplicity of rules defining navigability would be to violate the principle of equality among the States under pretense of observing it, and to permit the various States to define the rule for themselves would be in effect to make them the arbiters of their respective prerogatives under the Constitution and submit the property rights of the United States to State determination. 29 Op. A. G., 455. The State has asserted no claim to the lake bottom under the swamp land law, nor could it have done so with any hope of success in view of the decision of this court in *State of Minnesota* v. *Hitchcock,* 185 U. S. 373.

II

The Government clearly had the right to limit its patents to lands above the meander line

When the United States owns the bed of a nonnavigable body of water and the lands on all sides of it, it is free in disposing of uplands to retain all or any part of the land covered by the water, and whether in any particular instance it has done so is essentially a question of what is intended. *Oklahoma* v. *Texas, supra.* It is clear in the instant case from the Act of 1889 that Congress intended all of the lands ceded by the Indians to be sold for their benefit, and the parties entering

the lands were required to pay a fixed price for each and every acre purchased by them. Such being the case, and Mud Lake not being a navigable body of water, it should never have been meandered. That it was entirely feasible to extend the lines of the public survey across the so-called lake is apparent from the fact that when the drainage survey was made in 1910, lines were run across the lake. Indeed, if the survey had been made in the year 1900 or 1906, there would have been no difficulty in surveying the lake bottom because it was comparatively dry land. The apparent ease with which the so-called lake was drained shows that at most it was but a deep place in the swamp. The fact that it was practically dry during some years before it was drained shows that it was not even a permanent body of water.

Soon after the drainage was effected, the Secretary of the Interior submitted to the Attorney General for his opinion the question whether the lake bottom should be surveyed and disposed of for the benefit of the Indians. Whereupon the Attorney General in a well-considered opinion advised the Secretary that the lands should be surveyed and disposed of as other lands included in the cession that had been reclaimed, pursuant to the Act of May 20, 1908, and the drainage laws of the State. 29 Op. A. G., 455, *supra*. In the course of that opinion it was stated (p. 468):

> That the Government rests under an obligation to deal with the reclaimed area in

> such wise as to realize for the Indians at least the stipulated price per acre—a conclusion which acquires added strength from the action of Congress in appropriating the Indians' money to carry out the original drainage survey.

In that opinion the Secretary was further advised that any patents that might issue for the shore lands should by appropriate description be confined to the land above the meander line.

The opinion was accepted by the Land Department, the land was surveyed and in most of the patents thereafter issued for the adjoining lots there was a statement to the effect that the patent was limited to the area above the meander line.

In *Mitchell* v. *Smale,* 140 U. S. 406, it is plainly indicated that this might properly be done except for the swamp land grant to the States. In that case the court said (p. 413):

> Nor do we mean to say that, in granting lands bordering on a non-navigable lake or stream, the authorities might not formerly, by express words, have limited the granted premises to the water's edge, and reserved the right to survey and grant out the lake or river bottom to other parties. But since the grant to the respective States of all swamp and overflowed lands therein, this can not be done.

But as we have shown the swamp land grant to Minnesota does not apply to lands that were in the Indian reservation at the time the grant was made,

and there was, therefore, no reason why the Land Department should not issue patents limiting the area conveyed to lands above the meander line. That was actually done in some cases and it should have been done in all instances. If the patentees of these shore lands are permitted to extend their holdings to the center of the drained area, they will be given many more acres than they entered and paid for. For example, one who entered 14.40 acres on the shore will receive 174 acres of the drained area. Another, who entered 35.50 acres, will receive of drained area 295 acres, and another, who entered only 3.75 acres, will receive over 87 acres, or more than 26 times as much as the area entered and paid for. This would obviously work an injury to the Indians who are entitled to be paid for every acre of land which they ceded. Those who entered the shore lots abutting on the so-called land have no real cause to complain if their patents are limited to the surveyed lots because they received title to all the land they paid for and are not thereby denied the access to the water for the reason that there is no longer any water in the lake.

Some point may be made of the fact that all of the patents were not limited to land above the meander line, but we submit that a practical as well as a legal view must be taken of the situation. It would be practically impossible to allow some riparian owners to extend their holdings to the center of the lake and at the same time give any recognition to the extension of the public-land

surveys across the area, because the latter was according to the rectangular system, while the holdings of the riparian owners are fan-shaped, running to a point in the center of the lake. The fact that some of the patents were expressly limited to the area above the meander line should be taken to mean that all must be so limited. There is but one other way of reconciling the situation, and that is to ignore the limitations that were inserted in some of the patents and accord riparian rights to all the patentees—something that can not be done without violence to the facts.

In some respects this case is very much like that of *Chapman & Dewey Lumber Co.* v. *St. Francis Levee District,* 232 U. S. 186. In that case a body of water had been meandered and the abutting lands had been patented to the State of Arkansas under the swamp-land grant. It was contended that the meandered area had passed to the State by reason of the latter's selection of the "whole of the township." The case came to this court, upon a writ of error, from the Supreme Court of the State, the latter having held, in accordance with the contention above noted, that the State acquired title to the land by reason of having selected the whole of the township. Both of the Sate courts had found that at the time of the survey the meandered area was not a lake or permanent body of water, but only temporarily overflowed, and was not distinctly lower or materially different from the adjoining lands, and hence that

the lake was not properly meandered. Under this finding this court held that the meandered area did not pass by the patent conveying the whole of the township or by riparian right with the adjoining fractional subdivisions, and that title therefore remained in the United States.

So here we contend that Mud Lake should never have been meandered. On one side, at least, it had no containing bank, and at times it was practically dry. It was not materially different from the other low places in the swamp and it was entirely possible to extend the lines of survey across it, and that is what should have been done. In other words, at the time of the first survey in 1892 the so-called lake was merely swamp or overflowed land, title to which did not pass by riparian right with the patents for the abutting lots, but remained in the United States to be disposed of for the benefit of the Indians whose money had been used to make the drainage survey.

III

The United States owned the lake bed in trust for the Indians and was under obligations to them to dispose of it for their benefit

The Red Lake Indian Reservation has always been Indian country. The Indians have been under the control of an agent since 1849. The Interior Department for years prior to the admission of Minnesota as a State recognized the reservation and treated the Indians as reservation Indians.

The State of Minnesota, 22 L. D. 388; *Minnesota* v. *Hitchcock,* 185 U. S. 373, *supra:*

The Indians' title was not extinguished until the Indians had ratified the act of January 14, 1889, and then their title was relinquished to the United States only in order that the lands might be sold for their benefit. This Indian title included the ownership of the lakes as well as lands not covered by water. Indeed, the lakes were often of more value for the hunting and fishing which they afforded than were the dry lands.

Even upon the assumption that the lake was navigable, which, under the evidence, we must deny, still the State of Minnesota never acquired title to the lake because it was reserved for the Indians. As said by this court in *Shively* v. *Bowlby,* 152 U. S. 1, 48:

> We can not doubt, therefore, that Congress has the power to make grants of lands below high-water mark of navigable waters in any Territory of the United States, whenever it becomes necessary to do so in order to perform international obligations, or to effect the improvement of such lands for the promotion and convenience of commerce with foreign nations and among the several States, or to carry out other public purposes appropriate to the objects for which the United States hold the Territory.

There can be no doubt that the reservation of these lands for Indian purposes was a public purpose appropriate to the object for which the United

States held the territory, *United States* v. *Winans*, 198 U. S. 371.

We submit that this is a case where the general rule laid down in *Hardin* v. *Jordan* and *Mitchell* v. *Smale*, 140 U. S. 371, 406, should not be followed, because in the act of 1889, under which the lands were ceded by the Indians, there was a plainly declared intention that the latter should be paid for every acre of land that they ceded. The mere fact that this particular area was covered by water at the time is of no moment, because there were thousands of other acres so covered. Mud Lake was a place but a little deeper than usual in the swamp. Its drainage was readily effected by the construction of the drainage ditch, and there is no reason in logic or in law why the Indians should not be paid for it. Their money was used to make the drainage survey and it was plainly the intent of Congress that the lands drained were to be sold for their benefit.

IV

The United States was not bound by the proceedings had in the State court

The United States was named as a party defendant to the suit in the state court, where it was adjudged that the owners of the fractional lots abutting on the lake were entitled to extend their holdings to the center. We hardly think it necessary to say that this was, of course, ineffective for any purpose. It is not shown upon whom service was

made, nor could any one accept service on behalf of the United States in the absence of authority from Congress, and it is not even suggested that this authority was given. *Stanley* v. *Schwalby*, 162 U. S. 255, 270. The Unied States was, therefore, in no way bound by the judgment of the state court.

CONCLUSION

It is respectfully submitted that the decisions of the lower courts should be reversed.

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March, 1925.

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41569—25——1

In the Supreme Court of the United States

OCTOBER TERM, 1924

THE UNITED STATES OF AMERICA, appellant
v.
HOLT STATE BANK, DEPOSIT BANK OF Winona, Federal Land Bank of St. Paul, et al.

No. 337

APPEAL FROM THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE EIGHTH CIRCUIT

SUPPLEMENTAL BRIEF FOR THE UNITED STATES

STATEMENT

The two courts below concurred in finding that Mud Lake was a navigable body of water. They assumed that title to its bed passed to the State on her admission to the Union. They then applied the local law whereby the State resigns her title in the bed of navigable waters to the riparian owners. If these propositions—one of fact and one of law—were true, the result would necessarily follow,

for neither the Indians nor the United States would have had any right or interest in the lake bed.

But in finding the fact of navigability the two courts made a fundamental error of law, for they applied the tests of the local law, which recognizes as navigable inland lakes, not adapted to commercial navigation but capable of public use for sailing, rowing, fishing, fowling, taking water for domestic or agricultural uses, etc. (R. 455.) But this court, where the rights of the United States are involved, applies the test of navigability for commercial purposes. *Oklahoma* v. *Texas*, 258 U. S. 574, 585; *Brewer-Elliott Oil Co.* v. *United States*, 260 U. S. 77. So that the court will decide on the evidence unembarrassed by the concurring findings.

The Circuit Court of Appeals also held in the alternative that if the lake was nonnavigable its bed passed to the riparian owners under the local law and the rule of *Hardin* v. *Jordan*, 140 U. S. 371, and the cases following it.

We think the courts were wrong as to both propositions of law. We maintain in the first place that even if the lake was navigable its bed did not pass to the State, because the Indian reservation was not under her jurisdiction or subject to her sovereignty, and its waters, as well as its lands, had been devoted by the Government to a public purpose of the United States prior to the admission of the State and continuously since.

In the second place, we maintain that if the lake was nonnavigable the local law did not apply, because it was the plain intention of the agreement of cession that the beds of small shallow lakes capable of drainage should be classed as agricultural lands and sold for the benefit of the Indians.

We deal first with the second proposition.

ARGUMENT

I

On the assumption that Mud Lake was nonnavigable

1. *Mud Lake was nonnavigable according to the tests applied by this court when the rights of the United States are involved.*

We have quoted in part and summarized the evidence in our original brief and cited the applicable authorities. Some additional circumstances will appear incidentally under subsequent headings.

2. *Status of Red Lake Reservation, nature of the cession, and how the instruments of cession are to be construed.*

The part of Red Lake Reservation ceded under the Nelson Act was the subject matter of the litigation in *Minnesota* v. *Hitchcock*, 185 U. S. 373. In that case Minnesota sought to enjoin the Secretary of the Interior from selling sections 16 and 36 of the ceded lands, claiming that they had passed to the State under the school land grant. The court held, however, that the school land grant did not apply, and the bill was dismissed. In reaching

that conclusion the court decided the following propositions:

> 1. Red Lake Reservation, as it existed before the cession under the Nelson Act, was a true Indian reservation with all that that implies (pp. 389, 390).
>
> 2. The cession was not absolute but in trust, and the lands did not become "public lands" of the United States (pp. 394, 395).
>
> 3. The Nelson Act and the cessions pursuant to it are to be construed according to the rules applicable to Indian treaties; that is, as the Indians would naturally have understood them (p. 396).

As the school grant did not apply to these lands, it follows that the swamp-land grant was also excluded. This has always been recognized by the State, and she has never claimed any of the Red Lake ceded lands under it.

3. *Whether the beds of nonnavigable meandered waters pass by government conveyances of the uplands is purely a question of intention. Only where the intention was not otherwise shown does the court presume that it was in accordance with the rule of the local law.*

This proposition was clearly and definitely announced in *Oklahoma* v. *Texas*, 258 U. S. 574, 595. If the intention can be gathered from the treaty or agreed act of cession, construed most favorably to the Indians and as applied to the character and condition of the ceded lands, then there is no occasion to resort to the local law for a *presumed* intention.

4. *Mud Lake was simply a part of the great swamp. Its bed was substantially on a level with the soil under the vegetation and peat beds of the swamp. The swamp and the lake were drained at the same time and by the same main ditch. The lake bed became fit for tillage even before the surrounding swamp lands.*

In House Document No. 607 (59th Cong., 2d sess.), cited in our original brief, the engineer who made the government drainage surveys thus describes the region embracing Mud Lake:

> The Chippewa lands ceded under the Nelson Act of 1889 cover an area of over 5,000 square miles in northern Minnesota. As it was obviously impracticable to survey and report upon the entire area in the first season it was decided to map the section where conditions are worst at once and to extend the work over the remainder as rapidly as possible.
>
> After consultation with the settlers and business men of the region in question, it was agreed that the work was most urgently needed northeast of Thief River Falls.
>
> The general conditions throughout the ceded Chippewa lands are such as to make the construction of drainage works a prerequisite for occupancy.
>
> The land is extremely flat, and while the surface soils are readily cultivated if

drained they rest on an impervious subsoil with insufficient slope to let the water run off.

The natural drainage such as it is in the Red Lake reservation (which includes two-thirds of the ceded area) goes out from an approximately central point, through Rainy, Rosseau, Thief, and Red Lake rivers, flowing in different directions. Considerable fear has been expressed by the inhabitants that should the drainage from this tract be discharged into the Red River of the North the already dangerous floods which occur in the spring would be so augmented as to be destructive.

For various reasons, however, no such fear is apt to be realized.

It is more than likely that after surveys of the entire tract have been completed it will be found practicable to divert a part of the natural drainage into artificial channels toward Rainy and Rosseau rivers.

The flood waters coming from the present drainage plan will not reach the Red River till after the high water of that stream has passed.

Moreover, once the swamps are drained they will be able to absorb a large percentage of any heavy rains which may come instead of discharging the water immediately, as is the case in their saturated condition.

In the area surveyed many thousands of acres of land have been patented, and occasionally it has been possible to raise a crop.

But for much of every year the land is so soaked in water as to be unfit for cultivation.

At certain seasons the people are entirely isolated, on account of the impassability of the country surrounding them, and they have been reduced to dire poverty by their inability to secure outlets for such ditches as they have been able to dig.

A very large part of the area is public land,[1] and it is through this land that the needed outlets must be constructed. This bars both the inhabitants as individuals and the State of Minnesota as a whole from undertaking any relief work.

The tract is situated favorably for raising wheat and other grain crops, and the soil, which is a rich, black loam, covered with a layer of peat and resting on blue clay and gravel, is the best land which could be found for these crops. Such lands, when drained, sell in that vicinity for $8 per acre, while the public land adjoining them is not taken up even at its price of $1.25 per acre.

* * * * *

The conditions governing the relation between run-off of streams and precipitation are unusual in the region under consideration. Not only is the relief exceedingly low, but the underlying stratum of impervious clay is covered by a layer of peat, often several feet thick, which, acting as a huge sponge, retains the rainfall indefinitely, per-

[1] Not meant in the technical sense. They were lands ceded under the Nelson Act to be sold for the Indians.

mitting the run-off to occur largely as ground water and at a quite uniform rate throughout the year.

* * * * *

Of this land, that classified as "wet" is about equally divided between that which has been patented and that still owned by the government, viz, 99,500 acres each. Of the remaining land classified as "dry" probably 33 per cent will be greatly benefited by drainage, or 57,750 acres of patented land and 10,000 acres of government.

So that the system will render 266,750 acres of land valuable for agricultural uses and will benefit the remaining 135,750 acres to a less extent, probably increasing their value half as much as the increase to the entire tract.

From the foregoing description and from the testimony in the record it is apparent that the whole region surrounding Mud Lake for miles was one vast level swamp. It was in general covered with peat from two to six feet deep. In many places it was floating swamp, otherwise designated by some of the witnesses as "wamp" and "muskeg." Ordinarily, with care one could walk over the top of this floating swamp, but there were soft places where he might break through into the water underneath. On Mud Creek, above Mud Lake to the eastward, a witness testified that the bottom of the creek floated to the surface and they had to cut it away for a considerable distance before they could

ascend the creek in boats. (R. 395.) During dry periods the peat in the swamp would catch fire and burn out in places. These were called "burn-outs." The water in them was as deep as the lake (R. 317). Ordinarily one could go across the country in a boat, passing through the "burn-outs" (R. 328, 336). Here and there small knolls or ridges, sometimes sandy or gravelly, rose slightly above the surface of the swamp, and there was some tree growth upon them. A little ridge of this kind, apparently interrupted in places, formed a part of the southern margin of the lake. Elsewhere the bank, where it had a distinguishable bank, was of peat. When the water was high the whole country was covered. All the entrymen kept boats for use in the "burn-outs" in ordinary times and to navigate their farms with when the water was high.

Milton Fordner, a very intelligent witness for the defendants, said (R. 412):

> As a general thing, before those ditches were put in, we always had water. I will explain that to you. The whole country from Mud Lake on, with the exception of the islands, is what we call wamp or floating bottom.

It is apparent that the "islands" he speaks of are islands or high places in the swamp, not islands in the lake. These conditions extend over a great area of the ceded lands to the east and north of Mud Lake region, not embraced in the first drainage survey but covered by a later drainage survey

made with the additional appropriation of $20,000. See House Document No. 27, 61st Cong., 1st sess., pp. 4, 5. On page 5, the engineer in charge of that survey said:

> The character of the vegetation in the swamp depends mainly on the depth of the water. Where it is more than 5 feet deep, it is likely to be covered with what is commonly called "muskeg," a thick growth of moss which fills the water sufficiently to hide it, but yields to the foot, so that one may sink to the knees or waist in the water and often, stepping in a moose track or breaking through, will find it almost impossible to extricate himself and resume his journey.

It is evident, therefore, that Mud Lake was just a part of the great swamp, with the water no deeper there than elsewhere, but not so filled with peat and vegetation. In winter the lake froze to the bottom. In summer it was frequently so dry that fish died on the bed. In one year, at least, a good crop of hay was cut from its bottom. The soil of its bed was practically on a level with the soil under the peat and vegetation of the surrounding swamp.

5. *The drainage plan was promoted by the United States solely to make the swamp lands salable, and thus carry out its obligation to sell them for the benefit of the tribe.*

The Nelson Act contemplated no Indian allotments in this Red Lake Ceded Territory, and none were made. Act January 14, 1889, § 1, 25 Stat.

642. All the lands were to be sold and there would be no Indian farms to be improved. Only about one-half the " wet land " covered by the first government drainage survey had been entered in the eighteen years following the cession—1889 to 1907. The entrymen were isolated during certain seasons and " reduced to dire poverty." House Doc. No. 607, quoted above. One of them said he must have been crazy to take up lands in that region. (R. 353.)

Thirty-five thousand dollars of tribal funds were spent by the United States in making the two drainage surveys. The plan was then changed to one of cooperation with the State, and all the unpatented lands, whether entered or not, were subjected to assessment for drainage and to sale to collect the assessments. Act May 20, 1908, § 3, 35 Stat. 169. Thus the Indians and their tribal lands bore more than half the expense of the drainage.

The swamp and the lake were drained at the same time and by the same means. The main ditch commenced on Thief River far to the southwest, ran through many miles of swamp, then directly through the lake and on to the eastward. None of the lands were fit for agriculture until drained; and, when drained, the lake bed became tillable before the surrounding swamp, because it dried more quickly and was less encumbered with peat and vegetation. It was drained in the summer of 1910, and in 1912 John Knutson raised twelve acres of

" nice barley hay." The next year he got twelve loads of fine millet. (R. 343.)

6. *The fact that these Indian lands were to be sold under the procedure of the homestead law raises no presumption that the intent in conveying uplands bordering nonnavigable waters is to be sought in the local law.*

These lands were sold under an agreement between the Indians and the United States. The procedure and machinery of the homestead law were employed merely as a convenient means of effecting the sales. When the United States disposes of its own lands under the homestead law it makes a free gift to the settler. If he receives more land than his entry and patent describe by taking a portion of the bed of a nonnavigable lake, that is a matter of comparative indifference to the government. There are no national purposes to be subserved by retaining nonnavigable lakes on the public lands. At least there were none when the rule of following the local law was announced in *Hardin* v. *Jordan, supra.* Since then the United States has reserved many such lakes as refuges and breeding places for game and birds.

When Indian lands are sold, as under the Nelson Act, the price is the main and only consideration with the Indians. They have a right to that price for all salable lands. If drainage is necessary to make them salable, then they should receive the agreed price for all that became salable as a result

of drainage. Especially must this be true where they pay a large proportion of the expense of drainage. Otherwise they would lose not only the agreed price for the lands but the cost to them of the drainage, all to the end that a portion of their most valuable heritage should pass already prepared for tillage as a free gift to white men.

In dealing with this ancient property of the Indians the United States is bound to do what is fair and just and equitable to them. The court will not look to the local law to ascertain, by *presumption*, an intent which would work wrong or injustice to its wards.

7. *The intent of the agreement of cession, fairly and justly construed in connection with the status, character, and condition of the lands to which it applied, was that all lands salable, or made salable by drainage, should be sold for the benefit of the Indians, and that conveyances of lands bordering nonnavigable drainable lakes should not pass the lake beds.*

Many of the reasons have already been given or suggested. The rule of following the local law in respect to nonnavigable lakes and ponds was first elaborated and announced by this court in *Hardin* v. *Jordan*, 140 U. S. 371. It was followed by a decision of the same date in *Mitchell* v. *Smale*, id. 406; and some years later in *Kean* v. *Calumet Canal Co.*, 190 U. S. 452. The latter two were decided mainly on the assumption that the beds of the lakes there involved were swamp lands which had passed to

the States under the swamp-land grant. Thus, in *Mitchell* v. *Smale*, p. 414, after stating that the government might *formerly* have limited the grant to the water's edge, this court added:

> But since the grant to the respective States of all swamp and overflowed lands therein, this can not be done.

In *Kean* v. *Calumet Canal Co.* the prevailing party got its title to the uplands from the State of Indiana and the State got its title under the swamp-land grant. The State had selected whole sections as swamp, and the court said the lines of the fractional subdivisions might be protracted over the lake bed (pp. 459, 460). The theory of the court in *Hardin* v. *Jordan* is not so clear. It referred to the fact that the lake was designated on the government plat as "Navigable Lake." But it was the *same lake as that involved in Mitchell* v. *Smale*. In any event, as to all three cases it seems clear that the decisions were made mainly on the assumption that the lake beds belonged to the State, either because the lakes were considered as navigable or because they were really swamp lands. On that theory there was, of course, nothing to do but follow the local law; for if the State, by established rules, relinquished her title to the riparian owners it was no concern of the United States.

In the present case the swamp-land grant did not apply. All the ceded lands were to be divided into two classes only, pine lands and agricultural

lands. The lands with which we are concerned were all in fact swamp lands, but they were necessarily classed as agricultural.

Now, Mud Lake was neither deeper nor more extensive than the lakes involved in the three cases above cited. If the beds of those lakes passed to the States under the swamp-land grant, the bed of Mud Lake must be classed as agricultural land under the terms of the Chippewa cession. We see no escape from this conclusion.

Strong implications are made in favor of Indians in order to carry out the fundamental purposes of treaties or ratified agreements of cessions. The outstanding case is *Winters* v. *United States,* 207 U. S. 564. There the Indians had ceded a portion of their lands, and the portion ceded, as well as the portion retained, was arid. The two tracts were separated by a stream, forming thenceforth a boundary of the reservation. The agreement expressed a purpose to promote the civilization of the Indians and encourage them to cultivate the soil. Nothing was said about reserving water for irrigating their lands, but this court held that there was an *implied* provision reserving to the Indians sufficient water from the stream to irrigate the irrigable lands reserved. The application of that case to the present situation is obvious, and it seems to us controlling.

An additional reason is that Mud Lake in its natural condition was more valuable to the Indians than any of the swamps surrounding it or, indeed,

than any equal area of the best agricultural lands within the reservation. It was capable of furnishing them food in abundance. Vast numbers of ducks and wild geese resorted to it; and after the cession hunters came to it from all parts of the State—"scores of them" from Minneapolis. They came both for sport and commercial profit. A freezer was brought in, and the game was killed, frozen, and shipped to the cities for sale. (R. 336, 408.) Could the Indians have supposed that they were to receive nothing at all for what was most valuable to them?

Many of the shallow lakes ceded by this same treaty from this and other Chippewa reservations grew great quantities of wild rice. It was the main vegetable food of the Chippewas—their most highly prized article of diet. They stored and kept it, and the rice crop alone often stood between them and starvation after the game grew scarce. See House Document No. 539 (56th Cong., 2d sess., vol. 119), being the Nineteenth Report of the Bureau of Ethnology, Pt. 2, 1898, pp. 1019–1137, "The Wild Rice Gatherers of the Upper Lakes," by Albert Ernest Jenks. Must it be held that these Indians must have no further use of these small shallow lakes and no compensation for their beds when drained? Mud Lake, it is true, was apparently not a wild-rice lake, but it was extremely valuable to the Indians for its wild fowl.

8. *On the faith of the decision of the Secretary of the Interior that the bed of Mud Lake was salable*

Indian land, it was entered in good faith by citizens of the United States, who will lose their time and effort if the riparian claimants prevail.

This is an equitable consideration entitled to some weight if any way can be found to give effect to it. Of course, if the Secretary of the Interior and the Attorney General were clearly wrong and the title had in fact passed to the riparian owners, that is the end of the matter. But the decision of the question was one which the Secretary was authorized to make, and until he made it and took steps to carry it out there was no way in which the rights of the Indians could be tested in court. His decision and the entries made in accordance with it created a status now existing which it is inequitable to disturb, and which should not be disturbed by resorting to a mere presumption of intent, if a contrary intent may be found or reasonably inferred from the terms of the cession and the conditions to which they must be applied.

9. *Oklahoma* v. *Texas, in so far as it applied the local law to former Indian riparian lands, is not controlling here.*

The distinguishing features are:

1. The Indian lands there involved were not ceded to the United States for sale. On the contrary, Congress, without consulting the Indians, by an exercise of its plenary authority over their property, directed that their lands be allotted, in part, and the remainder sold for their benefit. The

Indians were, in fact, opposed to the plan and attacked the law as unconstitutional. *Lone Wolf* v. *Hitchcock*, 187 U. S. 553. Having directed the disposal on its own sole authority, just as it might direct the disposal of lands owned absolutely by the United States, it was reasonable to infer that Congress intended that the usual incidental rights should attach to purchases of riparian lands.

2. At the time the allotments and sales were made the river bed was considered as utterly worthless for any use or purpose.

3. The allotments were fractional and insufficient to put the allottees on an equality with earlier allottees; and when the river bed was discovered to be valuable for oil the Government felt they were equitably entitled to those values. It therefore admitted their claim of title as far as the middle of the river, and only opposed the application of the local law in so far as it was claimed to give them title beyond the middle and as far as the south bank. This necessarily involved a similar admission as to white purchasers of Indian riparian lands, and that admission was made.

4. All other claimants *relied* on the local law: some claiming, however, that the original statute had been changed so as to limit the grant to the uplands, others claiming that it gave them the whole river-bed in front of their meandered lands.

So that no question was really raised, involved, or decided as to whether submerged Indian lands, *ceded by agreement* for purposes of sale, and known

to be valuable when ceded and when the riparian lands were sold, would pass to the riparian owners in accordance with the local law.

II

On the assumption that Mud Lake was navigable

1. *The Red Lake Reservation was never within the jurisdiction or under the sovereignty of the State; and even if navigable Mud Lake and its bed did not vest in the State on her admission to the Union.*

The fundamental principle was stated by Chief Justice Marshall in *Worcester* v. *Georgia,* 6 Pet. 515, 557, as follows:

> The treaties and laws of the United States contemplate the Indian territory as *completely separated from that of the States;* and provide that all intercourse with them shall be carried on exclusively by the Government of the Union.

That fundamental principle has never been modified or departed from by this court, and it lies at the foundation of all the dealings of the United States with Indians up to this time. It was announced as to Indian lands lying within an original State (Georgia), and it was further declared that the Indian tribes were self-governing bodies and the State had no power to extend her laws over their lands or interfere with their social relations. The same doctrines have been uniformly applied to States since admitted. *The Kansas Indians,* 5 Wall. 737, 756, 758, 759; *The New York Indians,*

5 Wall. 761; *Fellows* v. *Blacksmith,* 19 How. 366; *Jones* v. *Meehan,* 175 U. S. 1; *United States* v. *Nice,* 241 U. S. 591, 598; *United States* v. *Waller,* 243 U. S. 452, 459.

Some of the new States, on their admission to the Union, were required to disclaim any jurisdiction or sovereignty over tribal Indians and their lands, and sometimes the courts have relied on such disclaimers. But such disclaimers could not vest in the United States any powers not already possessed under the Constitution. *United States* v. *Sandoval,* 231 U. S. 28, 38; *Coyle* v. *Oklahoma,* 221 U. S. 559, 574. Nor could they operate to withhold from a new State any attributes of sovereignty necessary to place her on an equal footing with the original States. Manifestly, they are of the same character and were exacted for the same purpose as the disclaimers of power to tax Government property or interfere with the primary disposal of the soil. In other words, they are merely declaratory of the preexisting law as announced in the early cases above cited. *Van Brocklin* v. *Tennessee,* 117 U. S. 151, 167.

Minnesota made no such disclaimer, but she was bound by the preexisting law whether she expressly accepted it or not.

The lake and its bed belonged to the Indians, just as did the surrounding reservation territory. It was a part of their ancient domain, and they held it by the same right and title. They had in it the full beneficial interest for all available purposes,

including the waters and the lands under the waters. The United States, as we now express it, owned the fee, but that means, as shown by the older cases, only that the United States had the sole and exclusive right, as against all other nations and people, and as against its own citizens, to purchase the territory from the Indians or to extinguish their rights by conquest or otherwise. *Worcester* v. *Georgia,* 6 Pet. 515, 545; *Fletcher* v. *Peck,* 6 Cranch, 87, 141; *Johnson* v. *McIntosh,* 8 Wheat. 543, 592. As recently as 1872 this court described the Indian title thus:

> Unmistakably their title was absolute, subject only to the preemption right of purchase acquired by the United States as the successors of Great Britain, and the right * * * to prohibit the sale of the land to any other governments or their subjects * * *.
>
> *Holden* v. *Joy,* 17 Wall. 211, 244.

The Indian right of occupancy and use extended not only to the surface but to all the hidden or latent resources, such as minerals, water power, value for rights of way, etc. 34 Op. 171, 178–181, where the decisions and Acts of Congress recognizing such rights are cited.

Because, therefore, the Indian reservation, its waters, and the lands under them were never under the jurisdiction or sovereignty of the State, the lake and its bed did not vest in the State. At the time of her admission these lands and waters were devoted by the United States to a great public purpose "appropriate to the objects for which the

United States hold the Territory." *Shively* v. *Bowlby,* 152 U. S. 1, 48.

2. *By the Act and agreement of cession the Indian lands held in trust for sale were to pass from the United States direct to the purchasers, and there was no time when title to the lake bed could vest in the State.*

This follows as a matter of course, if we are right in our conclusions that the lake was merely a part of the surrounding swamp and classifiable with it as agricultural land under the terms of the cession.

CONCLUSION

The title to the lake bed never passed to the State, either by virtue of her sovereignty or under the swamp-land grant. The United States could therefore sell the riparian lands independently of the lake bed. An intent to sell the beds of shallow, drainable lakes as agriculturable lands for the benefit of the Indians was shown by the strongest implications in the Act under which the cession was made. The intent being thus shown, there was no occasion to look to the local law for a *presumed* intent, which would defeat the reasonable understanding of the Indians and work them wrong and injury. If we are mistaken in this, and if the court shall find that the lake was nonnavigable, then, as its bed did not pass to the State under the swamp-land grant, as in *Mitchell* v. *Smale* and *Kean* v. *Calumet Co., supra,* the United States could limit its conveyances by the meander line. This it did in

a number of the patents, and there should be a reversal as to the lake bed lying in front of the shore lands so patented.

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Solicitor General.
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APRIL, 1925.

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Supreme Court of the United States.

OCTOBER TERM, 1924.

No. ~~397~~ 47

THE UNITED STATES OF AMERICA,
Appellant,

vs.

HOLT STATE BANK, DEPOSIT BANK OF WINONA, FEDERAL LAND BANK OF ST. PAUL, ET AL.

APPEAL FROM THE CIRCUIT COURT OF APPEALS FOR THE EIGHTH CIRCUIT.

BRIEF FOR THE APPELLEES.

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Supreme Court of the United States.

OCTOBER TERM, 1924.

No. 337.

THE UNITED STATES OF AMERICA,
Appellant,

vs.

HOLT STATE BANK, DEPOSIT BANK OF WINONA, FEDERAL LAND BANK OF ST. PAUL, ET AL.

APPEAL FROM THE CIRCUIT COURT OF APPEALS FOR THE EIGHTH CIRCUIT.

BRIEF FOR THE APPELLEES.

STATEMENT.

This is a suit in equity by the United States against the riparian owners of the lands on the shores of Mud Lake, in Marshall county, Minnesota, to quiet the title to what was formerly the bed of said lake.

The land involved is situated in townships 156 north, ranges 41 and 42 west of the fifth principal meridian. These townships were surveyed in 1892.

At that time Mud Lake was a large body of open water, with a depth from four to six feet, was regularly meandered and designated on the government plats as "Mud Lake."

These townships were a part of the Red Lake Chippewa Indian Reservation. By the act of January 14, 1889 (Chap. 24, 25 Stat., p. 642), congress authorized the acquisition of a relinquishment to the United States by those Indians of all their title and interest in and possession of this lake, and the lands surrounding it, and provided that the lands so relinquished should be surveyed by the United States and sold to settlers in accordance with the provisions of its homestead laws for $1.25 per acre, and that the proceeds of the sales should be placed in the treasury of the United States to the credit of the Chippewa Indians in Minnesota. Pursuant to this act the Chippewa Indians ceded and relinquished to the United States all their rights and interests in and to said lake and all of the lands surrounding it. In 1892 the lands were surveyed and on May 15, 1896, they were opened for settlement and entry under the said homestead laws (R. 15). In Judge Sanborn's opinion this date is erroneously given May 15, 1906 (R. 452). The defendants, or their grantors, filed upon the riparian lands of said lake. The usual government patents were issued to said entrymen in accordance with the homestead laws and said survey, and many of these patents were issued long before there was any thought of draining the lake, some as early as in the year 1904.

Most of the patents were without restrictions or reservations. A few of the later patents limited the grant to the land "lying outside of the established meander line of Mud Lake" (Exhibit "F," R. 269).

February 26th, 1910, the District Court of Marshall county, Minnesota, granted a petition for a public drainage ditch designating it as Judicial Ditch No. 11. This ditch was established pursuant to the drainage laws of the state of Minnesota and the United States government was in no way interested, or party thereto, except as the owner of certain unentered lands affected by said drainage proceedings.

This ditch was constructed through the lake with the result that the lake was eventually drained. The appropriations on the part of congress and other matters referred to in the statement of brief for appellant had nothing to do with these drainage proceedings, and has no bearing upon the issues in this case.

In 1913, the water having receded on account of said drainage, a suit was brought in the District Court of said Marshall county, by Albert Johnson, one of the riparian owners, against the other riparian owners for a partition of the bed of said lake, and establishing the boundary lines between the respective tracts. United States was a party to this suit. The papers were served upon the receiver of the Crookston land office, and correspondence was had with the department of interior by said receiver as to the advisability of filing an an-

swer and appearing in that case (Exhibit "X," R. 445).

Judgment was entered decreeing that the owners of the abutting lands were the owners of that portion of Mud Lake contiguous thereto and extending to the center thereof (Exhibit "Y" R. 445).

It seems that during the time that the drainage work was under way that the attention of the department of interior was called to this lake bottom, and the secretary of the interior requested the department of justice to render an opinion on the status of these lands. The facts submitted to the attorney general were erroneous, it being claimed that no patents had been issued to abutting lands and on June 19th, 1912, based on this erroneous statement of facts, an opinion was given admitting the law to be that conveyances of the United States are to be interpreted according to the law of the state and "would doubtless convey title to the land beneath the water" and yet held that the lands should be surveyed and disposed of for the benefit of the Indians. A survey was accordingly made in 1913. On February 19th, 1916, the department of interior issued a circular (Exhibit "E," R. 56), giving notice of the opening of these lands for homestead entries. The entrymen were warned of defendants' rights, as follows:

> "23. There are included in the schedule 4,929.64 acres in Mud Lake bottom, located in township 156 north, 41 and 42 west. These lands were surveyed for disposal under said act of January 14, 1889, for the benefit of the Chippewa Indians, pursuant to the opinion of

attorney general of June 19, 1912 (29 Op. 445), and in accordance with the opinion of the attorney general of February 15, 1915, settlers and entrymen for these lands are warned that there is a possibility of litigation with the patentees of lands surrounding said lake bottom, claiming as riparian owners" (R. 63).

In 1920 the United States brought this action to quiet the title to said lands alleging that "at the time said survey was made in 1892, the tract of land referred to in the plat as Mud Lake, was a large marsh, swamp or overflowed land, being largely covered with rushes and weeds, and water standing a large portion of the time on the said land to a depth not to exceed four and one-half feet, and the said tract of land, meandered as aforesaid, was only suitable to be drained and used for agricultural land, and the same, as a matter of fact, should have been surveyed at the time of the original survey in 1892, and was improperly and erroneously meandered" (R. 4).

The defendants answered denying the above and alleged that the lake when surveyed was not only an open body of water of sufficient depth requiring it to be meandered in accordance with the rules regulating government surveys, but that it was in fact a navigable lake. This was the issue tried.

The undisputed testimony shows that the lake covered an area of 4,929.64 acres. That it was an open body of water varying in depth from four to six feet (R. 419, 429). The field notes of the government survey (Exhibits "6" and "8," R. 446) give the average depth at four feet. Ten years after

the original survey was made the government surveyors again visited said lake to survey a couple of small islands and in the field notes of that survey (Exhibit "7," R. 446) say, "Mud Lake is shallow, from three to six feet deep. The lake has a great reputation as a shooting resort."

It has a well defined shore line (R. 378, 418, 427).

In many places it had a gravel and sand bottom (R. 320 and 338), also several sand bars (R. 319 and 350).

Two rivers draining a large territory emptied into the lake—Mud River and Little River (R. 393). See Exhibit "3," map of Marshall county.

The outlet to the lake was Mud Creek (R. 394).

No attempt was made by the government during the trial of this case to show that there had been any mistake or fraud in its surveys. No testimony was offered to substantiate the allegations that Mud Lake was a marsh or swamp. All of the witnesses for the government admitted that the lake was a large body of open water (R. 318, 334, 371, 386). Their entire testimony was directed to one or two seasons when it was unusually dry, by describing the conditions then existing, even then they admitted that small boats could be used.

> "Q. When it was dry what about the use of the boat on the lake?
>
> A. It wasn't very often it got so dry you couldn't go with a small boat" (R. 387).

Mud Lake was a great shooting resort and hunting was done on a commercial basis (R. 336 and 378).

Gasoline launches and row boats were used on the lake (R. 395). Merchandise for stores east of the lake were carried across said lake by boat (R. 394 and 431). Exhibit "9" (R. 446) shows one of the launches that made trips on said lake (R. 440).

Mr. Swenkeson, witness for the government, saw the lake first in 1894 and he testified on direct examination as follows:

> "Q. Describe the lake to us at that time.
>
> A. Well, just an open lake in 1894, as I remember it.
>
> Q. An open body of water was there?
>
> A. Yes, sir.
>
> Q. It was not covered with rushes or anything like that at that time?
>
> A. No" (R. 386).

This was two years after the survey.

Mr. Peterson, a witness for the defendants, who first heard about this lake, through the Indians, saw the lake before it was surveyed. He describes it as follows:

> "Q. What kind of a bed of water was it when you saw it?
>
> A. Well, it was a nice kind—that it was a good looking lake when we came there.
>
> Q. Weeds and rushes growing on the waters at that time?
>
> A. No" (R. 425).

The testimony as a whole clearly shows that the lake was similar to the other lakes in a prairie country and that it was capable of use for boating and that boats were extensively used by the people in the neighborhood and by hunters both for pleasure and commerce.

The District Court by decree entered March 3rd, 1922, found that the lake before it was drained was a navigable lake and dismissed the bill of complaint (R. 297). An appeal was taken to the Circuit Court of Appeals, where the action of the lower court was affirmed, holding that there was no error of law or mistake of fact in the finding that they were navigable waters according to the law of the state of Minnesota (R. 456). Opinion reported in Volume 294 Fed. Rep. 161.

ARGUMENT.

I.

Mud Lake was a Navigable Lake, and the Rights of Riparian Proprietors is a Question to be Determined Entirely by the Law of Minnesota.

In the United States each state determines for itself the question of the ownership of the soil underlying its public waters. The United States government never owned the soil under public waters, and its patent to the shore land does not pass title to the land under the water. This belonged to the states, and if the riparian owner has acquired it at all it is by the favor or concession of the state. In Minnesota the title of the proprietor of abutting lands extends to low-water mark. The title to the soil under the waters below low-water is held by the state, not in the sense of ordinary absolute proprietorship, but in its sovereign governmental capacity, for common public use, and in trust for the people of the state, for public purposes for which they are adapted. This

rule applies to all public waters, lakes as well as streams.

State v. Korrer, 127 Minn. 60.
Hardin v. Jordan, 140 U. S. 371.

The division of waters into navigable and non-navigable is merely a method of dividing them into public and private, which is the more natural classification; and the definition or test of navigability to be applied to our inland lakes must be sufficiently broad and liberal to include all the public uses, including boating for pleasure, for which such waters are adapted. So long as they continue capable of being put to any beneficial public use, they are public waters.

Lamprey v. State, 52 Minn. 181.

Commercial navigation as contended for by appellant is not the test to be applied.

In the above case of *Lamprey v. State*, the court says:

> "Many, if not the most, of the meandered lakes of this state are not adapted to, and probably will never be used to any great extent for, commercial navigation; but they are used—and as population increases, and towns and cities are built up in their vicinity, will be still more used—by the people for sailing, rowing, fishing, fowling, bathing, skating, taking water for domestic, agricultural, and even city purposes, cutting ice, and other public purposes which cannot now be enumerated or even anticipated. To hand over all these lakes to private ownership, under any old or narrow test of navigability, would be a great wrong upon the public for all time, the extent of

which cannot, perhaps be now even anticipated. When the colony of Massachusetts two hundred fifty years ago, reserved to public use her 'great ponds' probably only fishing and fowling were in mind; but, as is said in one case 'with the growth of the community and its progress in the arts, these public reservations, at first set apart with reference to certain special uses only, became capable of many others, which are within the design and intent of the original appropriation. The devotion to public use is sufficiently broad to include them all, as they arise. *West Roxbury v. Stoddard,* 7 Allen 158.'

If the term 'navigable' is not capable of a sufficiently extended meaning to preserve and protect the rights of the people to all beneficial public uses of these inland lakes, to which they are capable of being put, we are not prepared to say that it would not be justifiable, within the principles of the common law, to discard the old nomenclature, and adopt the classification of public waters and private waters, but, however that may be, we are satisfied that, so long as these lakes are capable of use for boating, even for pleasure, they are navigable, within the reason and spirit of the common law rule. When the waters of any of them have so far receded or dried up as are no longer capable of any beneficial use of the public, they are no longer public waters, and their former beds, under the principles already announced, would become the private property of the riparian owners."

It is not necessary that the water should be capable of commerce of pecuniary value. If a body of water is adapted for use for public purposes, it is a public or navigable water.

State v. Korrer, 127 Minn. 60.

In this case the court says:

> "Boating for pleasure is considered navigation, as well as boating for mere pecuniary profit. Navigability for pleasure is as sacred in the eye of the law as * * * navigability for other purposes,"

and cites

> *City of Grand Rapids v. Powers,* 89 Mich. 94, 50 N. W. 661.

In *Erickschen v. Sibley,* 142 Minn. 37, the court describes the lake under consideration in that case as follows:

> "It appears beyond dispute that Washington Lake is bounded by meander lines, has an area of about 600 acres, with well defined shores, having a height of several feet above the water in many places and receding substantially to the water level in other places; that it has a soft, muddy bottom; that the depth of its waters fluctuates to such an extent that there have been two or three occasions in the past 50 years when it has been dry, while at other seasons it has had a depth of six to ten feet. At the time of the trial in August, 1917, its depth varied from 2.7 feet a few rods out from its shores to 3.5 feet near its center, which was its maximum depth at that time. In 1907 its maximum depth was 5.5 feet. These depths were testified to by witnesses who had made and recorded actual measurements. The testimony fairly shows that the water is lower in mid-summer than in spring and fall, and that the water was at its normal stage in 1917. At least one-third of the surface of the lake was then overgrown with vegetation. The remainder appeared to be clear water with occa-

> sional clumps of reeds growing above the surface. Under the clear water area there was everywhere present a plant described by the witnesses as a moss or vine which came within six to twelve inches of the surface. The presence of this growth made rowing difficult and bathing out of the question, after the vegetation came to maturity in mid-summer. Fish are taken from the lake only by spearing. They are principally carp, suckers and other coarse fish. During the winters fish are speared through the ice. At all seasons they are taken chiefly at the outlet to the lake. The lake is frequented by wild ducks in the fall of the year. It appears to furnish them with feeding ground. Hunters come from the farms and villages in the vicinity and from distant cities during the shooting season. Numerous boats are on the lake then. A few are kept there constantly by farmers who live nearby. Ice is cut from the lake each winter chiefly to supply a creamery not far from it."

This lake does not begin to have the advantages found in Mud Lake. However the court held it was a navigable lake.

In deciding the case of the *United States v. Chandler Dunhar Company,* 229 U. S. 53, May 26th, 1913, this court said:

> "The technical title to the beds of navigable rivers of the United States is either in the state in which the rivers are situated or in the riparian owners, depending upon the local law."

Again in *St. Anthony Falls Water Power Company v. St. Paul Water Commission,* 168 U. S. 349, this court said:

> "The rights of riparian owners of land situated upon navigable rivers are to be measured by the rules and decisions of the courts of the state in which the land is situated whether it be one of the original states or a state admitted after the adoption of the constitution."

What are the rights of the riparian owners on lakes?

The rule in Minnesota is briefly stated in *Lamprey v. State*, 52 Minn. 182, as follows:

> "The same rules govern the rights of riparian owners on lakes or other still waters as govern the rights of riparian owners on streams. Hence, if a meandered lake is 'non-navigable' in fact, the patentee of the riparian land takes the fee to the center of the lake; but, if the lake is 'navigable' in fact, its waters and bed belong to the state, in its sovereign capacity, and the riparian patentee takes the fee only to the water line, but with all the rights incident to riparian ownership navigable waters, including the right to accretions or relictions formed in front of his land by the action or recession of the water."

This rule has been consistently adhered to by the Supreme Court of Minnesota.

The drainage laws of the state of Minnesota (Sec. 1, Chap. 230, G. L. 1905) provide that no meandered lake shall be drained except in cases where the lake is no longer capable of any beneficial public use and there is no question but that any one of the riparian owners, or any other taxpayer, could have objected to the drainage of Mud Lake, and the court would have been obliged to

dismiss the proceedings on the ground that it was a navigable lake.

Madson v. Larson, 117 Minn. 369.

But the lake having been drained, with the consent of the state and all persons interested, to whom does the lake bed belong?

The settled doctrine of the state of Minnesota is that the beds of dried-up lakes belong to the riparian owners.

Lamprey v. State, 52 Minn. 181, 18 L. R. A. 670.

Shell v. Matteson, 81 Minn. 38, 83 N. W. 491.

State v. Korrer, 127 Minn. 60, L. R. A., 1919, C. 139.

State v. Nobles, 146 Minn. 150.

> "The owners of the land bordering on the shore of a meandered non-navigable or dried-up lake own the bed of the lake in severalty. Their title extends to the center of the lake; the boundary lines of each abutting tract being fixed by extending, from the meander line on each side of the tract, lines converging to a point in the center of the lake."
>
> *Shell v. Matteson,* 81 Minn. 38, 83 N. W. 491.

The Minnesota statutes also recognize the rights of the abutting owners to the drained lake bottom.

Under the drainage law, meandered lakes, either navigable or non-navigable, may be drained, if there is no objection.

General Statutes Minnesota 1913, Sec. 5481.

The statutes also provide that the viewers shall report, among other things, "the number of acres

added to any tract, by any total or partial drainage of any meandered lake * * * and the location and value of such added land"

Id., Sec. 5528.

The drainage law also provides for a division of the lake bottom among the abutting owners by the court when any lake has been drained.

Id., Sec. 5531, last sentence.

When a patent is issued for land bounded by a lake or stream, the title to the land under the water passes from the government.

Hardin v. Jordan, 140 U. S. 371.

Mitchell v. Small, 140 U. S. 406.

Lamprey v. State, 52 Minn. 181.

Patents to the majority of the riparian lands were issued long before the drainage of the lake, and without reservations or restrictions, and as to the bed of the lake abutting these lands, it is clear that the government had no estate or interest whatever in or to such lands.

Counsel for the government makes the claim that Mud Lake was not navigable and hence should never have been meandered. Assuming for the sake of argument that the lake was non-navigable in fact the rights of the shore owners would be practically the same, in the one case as above stated he takes to the center of the lake, and in the other to the water line, but with all the rights incident to riparian ownership of navigable waters.

Hardin v. Jordan, 140 U. S. 371.

Lamprey v. State, 52 Minn. 181.

The lake was properly meandered. Public surveys are conducted pursuant to specific rules and regulations prescribed by the government. Among which are the following: "You are also to meander in manner aforesaid, all lakes and deep ponds of the area of twenty-five acres and upwards; also navigable bayous, shallow ponds, readily to be drained or likely to dry up are not to be drained."

1 *Lester's L. L.* 714

Counsel says: "The apparent ease with which the so-called lake was drained shows that at most it was but a deep place in the swamp." To drain the lake it required a channel 70 feet wide at top and 40 feet at bottom and from 12 to 13 feet deep (R. 413). It further required the deepening and widening of Thief River, the outlet, which was done by the state (R. 417).

The lake had a natural outlet—Mud Creek—and yet it could not be drained through this outlet, but a ditch of the above size had to be constructed at a place where the country had the greatest fall (R. 415). The lake was less than two miles from Thief River.

We submit that there are very few of our lakes, even those classed as having deep waters, that could stand to be tapped with a channel of that kind. We are bound to have an occasional dry season, and conditions then existing are no more controlling than flood conditions would be during extreme wet seasons.

We have seen the Mississippi and the Minnesota

rivers practically dry, yet not one would contend that they are not public waters.

II.

The Limitations in Patents Issued Were of no Effect.

All the riparian lands were entered before the lake was drained. In filing on the same the entryman was entitled to a patent when he complied with the homestead requirements, without limitation or reservation in accordance with the homestead laws. Nowhere in the homestead laws is there a provision authorizing the general land office to limit the patents to the meander line.

The meander line is not a boundary line.

Hardin v. Jordan, above cited.

Many of the shore owners filed on and improved very small tracts on account of advantages of riparian rights.

The injustice of a limited patent may best be shown by considering the facts in connection with one of the patents in question, to-wit: John F. Tapper, Plaintiff's Exhibit "M" (R. 202). When Mr. Tapper filed on this land, Mud Lake was a subsisting body of water. As a homestead entryman, under the state law, he was the owner of the land to the water's edge, and had a right to follow the water as it receded. He erected substantial buildings near the lake shore. After the lake had been drained and the bed surveyed it was discov-

ered that Mr. Tapper had his buildings outside of the meander line. In making final proof an attempt was made to contest his rights on the ground that the improvements were not on the property filed on. The government, however, accepted the proof and issued a limited patent. If the limitation is upheld the result is that the improvements, which are quite substantial, are not on Mr. Tapper's land, but are on lands which the government is now trying to claim for the purpose of passing it on to someone else. Certainly the government does not want to be a party to anything of this kind. Using the language of counsel for appellant "there is but one way of reconciling the situation and that is to ignore the limitations that were inserted in some of the patents and accord riparian rights to all the patentees"—and this *can* be done without violence to the facts.

The testimony before us shows that all of the entries were made before the drainage of the lake, and hence our claim is that the entrymen and not the government were entitled to all of the benefits of the state law.

Has it come to this, that the government can question its own surveys whenever it deems it to be to its advantage to do so and under any flimsy excuse that it might assign? Here we have a survey made in 1892. The survey accurately shows the facts, and the survey is approved. Ten years later certain small islands are surveyed and again the surveyor reports that the depth of the waters varied from three to six feet. No claim of irregu-

larity in former survey is hinted at. A drainage survey by the government was made in 1906. This makes three distinct occasions when the government surveyors visited the lake on official business before it was drained.

Not a single man connected with any of these surveys was produced, but a sweeping attempt is made to disown its own work by the testimony of some settlers who were not even familiar with the lake in 1892, when it was surveyed.

No individual would dare to make such claim and expect the courts to give it consideration.

III.

The Indians Relinquished all Their Rights When Act of January 14, 1889, was Ratified.

The Indians are in no way interested in Mud Lake bottom. They relinquished their rights to the lake and all the land surrounding it. When these lands were ceded, Mud Lake was public water—and the bed belonged to the state.

The claim that the government rests under an obligation to deal with the reclaimed area in such wise as to realize for the Indians at least the stipulated price is absurd, and equally so the argument that the riparian owners are getting land that they never paid for.

We are considering property rights obtained from the state and these cannot be questioned by the United States.

We respectfully submit that the decisions of the

lower courts were correct, and that the decree appealed from should be affirmed.

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SUPREME COURT OF THE UNITED STATES.

No. 47.—October Term, 1925.

The United States of America Appellant, vs. Holt State Bank, et al.	Appeal from the United States Circuit Court of Appeals for the Eighth Circuit.

[February 1, 1926.]

Mr. Justice Van Devanter delivered the opinion of the Court.

This is a bill in equity by the United States to quiet in it the title to the bed of Mud Lake—now drained and uncovered—in Marshall County, Minnesota, and to enjoin the defendants from asserting any claim thereto. After answer and a hearing the District Court entered a decree dismissing the bill on the merits. The United States appealed to the Circuit Court of Appeals, where the decree was affirmed, 294 Fed. 161, and then by a further appeal brought the case here.

Mud Lake is within what formerly was known as the Red Lake Indian Reservation, which had an area exceeding 3,000,000 acres and was occupied by certain bands of the Chippewas of Minnesota. Most of the reservation, including the part in the vicinity of Mud Lake, was relinquished and ceded by the Chippewas conformably to the Act of January 14, 1889, c. 24, 25 Stat. 642, for the purposes and on the terms stated in that Act. It provided that the lands when ceded should be surveyed, classified as "pine lands" and "agricultural lands," and disposed of in designated modes; that such as were classified as agricultural should be disposed of under the homestead law at a price of $1.25 an acre; and that the net proceeds of all, whether classified as pine or agricultural, should be put into an interest-bearing trust fund for the Chippewas and ultimately disbursed for their benefit or distributed among them.

The cession became effective through the President's approval March 4, 1890. Thereafter the lands in the vicinity of Mud Lake were surveyed and platted in the usual way, the lake being meandered and represented on the plat as a lake. The tracts

bordering on the lake were classified as agricultural, opened to homestead entry and disposed of to homestead settlers, patents being issued in due course. The defendants now own and hold these tracts under the patents. After the homestead entries were allowed, and after most of them were carried to patent, the lake was drained and its bed made bare by a public ditch constructed under the drainage laws of the State. The United States then surveyed the bed with the purpose of disposing of it for the benefit of the Indians under the Act of 1889, and later brought this suit to clear the way for such a disposal.

The lake in its natural condition covered an area of almost 5,000 acres and was traversed by Mud River, a tributary of Thief River, which was both navigable in itself and directly connected with other navigable streams leading to the western boundary of the State and thence along that boundary to the British possessions on the north.

The ditch which drained the lake was established as a means of fitting for cultivation a large body of swamp lands in that general vicinity. It is as much as 30 miles long, and, like Mud River, passes through the lake and discharges into Thief River. Its depth exceeds that of the lake and its width and fall are such that it has drawn the water out of the lake. Its construction was begun in 1910 and was so far completed in 1912 that the lake was then effectively drained.

The swamp lands which the ditch was intended to reclaim were within the ceded portion of the Red Lake Reservation. Some had been disposed of under the Act of 1889 and thus had passed into private ownership; but the absence of necessary drainage was preventing or retarding the disposal of the others. Congress caused an examination to be made to determine whether drainage was physically and economically feasible, Acts of June 21, 1906, c. 3504, 34 Stat. 352, and March 1, 1907, c. 2285, 34 Stat. 1033; and a report of the examination was made, H. R. Doc. No. 607, 59th Cong. 2d Sess. Shortly thereafter Congress gave its assent to the drainage of the lands under the laws of the State by declaring that all lands not entered and all entered lands for which a final certificate had not issued should "be subject to all the provisions of the laws of said State relating to the drainage of swamp or overflowed lands for agricultural purposes to the same extent and in the same manner in which lands of a like character held in private

ownership are or may be subject to said laws." Act May 20, 1908, c. 181, 35 Stat. 169.

The laws of the State, to the application of which assent was thus given, authorized the establishment of public drainage ditches by judicial proceedings and provided that such ditches might be so established as to widen, deepen, change or drain any river or lake, even if navigable and whether meandered or not. Laws 1905, c. 230; Gen. Stat. 1913, secs. 5523, 5525, 5531, 5553, *et seq.* The ditch which drained Mud Lake was established by judicial proceedings begun under these laws after the congressional consent was given; and it is not questioned that those proceedings made it entirely lawful to construct the ditch through the lake and to drain it as an incident of the reclamation project in hand.

The defendants insist that the lake in its natural condition was navigable, that the State on being admitted into the Union became the owner of its bed, and that under the laws of the State the defendants as owners of the surrounding tracts have succeeded to the right of the State. On the other hand, the United States insists that the lake never was more than a mere marsh, that the State never acquired any right to it, that the surveyor should have extended the survey over it when he surveyed the adjacent lands, and that the United States is entitled and in duty bound to dispose of it under the Act of 1889 for the benefit of the Chippewas.

Both courts below resolved these contentions in favor of the defendants; and whether they erred in this is the matter for decision here.

It is settled law in this country that lands underlying navigable waters within a State belong to the State in its sovereign capacity and may be used and disposed of as it may elect, subject to the paramount power of Congress to control such waters for the purposes of navigation in commerce among the States and with foreign nations, and subject to the qualification that where the United States, after acquiring the territory and before the creation of the State, has granted rights in such lands by way of performing international obligations, or effecting the use or improvement of the lands for the purposes of commerce among the States and with foreign nations, or carrying out other public purposes appropriate to the objects for which the territory was held, such rights are not cut off by the subsequent creation of the State, but remain unimpaired, and the rights which otherwise would

pass to the State in virtue of its admission into the Union are restricted or qualified accordingly. *Barney* v. *Keokuk*, 94 U. S. 324, 338; *Shiveley* v. *Bowlby*, 152 U. S. 1, 47-48, 57-58; *Scott* v. *Lattig*, 227 U. S. 229, 242; *Port of Seattle* v. *Oregon & Washington R. R. Co.*, 255 U. S. 56, 63; *Brewer-Elliott Oil & Gas Co.* v. *United States*, 260 U. S. 77, 83-85. But, as was pointed out in *Shively* v. *Bowlby*, pp. 49, 57-58, the United States early adopted and constantly has adhered to the policy of regarding lands under navigable waters in acquired territory, while under its sole dominion, as held for the ultimate benefit of future States, and so has refrained from making any disposal thereof, save in exceptional instances when impelled to particular disposals by some international duty or public exigency. It follows from this that disposals by the United States during the territorial period are not lightly to be inferred, and should not be regarded as intended unless the intention was definitely declared or otherwise made very plain.

The State of Minnesota was admitted into the Union in 1858, c. 31, 11 Stat. 285, and under the constitutional principle of equality among the several States the title to the bed of Mud Lake then passed to the State, if the lake was navigable, and if the bed had not already been disposed of by the United States.

Both courts below found that the lake was navigable. But they treated the question of navigability as one of local law to be determined by applying the rule adopted in Minnesota. We think they applied a wrong standard. Navigability, when asserted as the basis of a right arising under the Constitution of the United States, is necessarily a question of federal law to be determined according to the general rule recognized and applied in the federal courts. *Brewer-Elliott Oil & Gas Co.* v. *United States*, *supra*, p. 87. To treat the question as turning on the varying local rules would give the Constitution a diversified operation where uniformity was intended. But notwithstanding the error below in accepting a wrong standard of navigability, the findings must stand if the record shows that according to the right standard the lake was navigable.

The rule long since approved by this Court in applying the Constitution and laws of the United States is that streams or lakes which are navigable in fact must be regarded as navigable in law; that they are navigable in fact when they are used, or are sus-

ceptible of being used, in their natural and ordinary condition as highways for commerce, over which trade and travel are or may be conducted in the customary modes of trade and travel on water; and further that navigability does not depend on the particular mode in which such use is or may be had—whether by steamboats, sailing vessels or flatboats—nor on an absence of occasional difficulties in navigation, but on the fact, if it be a fact, that the stream in its natural and ordinary condition affords a channel for useful commerce. *The Montello,* 20 Wall. 430, 439; *United States* v. *Cress,* 243 U. S. 316, 323; *Economy Light & Power Co.* v. *United States,* 256 U. S. 113, 121; *Oklahoma* v. *Texas,* 258 U. S. 574, 586; *Brewer-Elliott Oil & Gas Co.* v. *United States, supra,* p. 86.

The evidence set forth in the record is voluminous and in some respects conflicting. When the conflicts are resolved according to familiar rules we think the facts shown are as follows: In its natural and ordinary condition the lake was from three to six feet deep. When meandered in 1892 and when first known by some of the witnesses it was an open body of clear water. Mud River traversed it in such way that it might well be characterized as an enlarged section of that stream. Early visitors and settlers in that vicinity used the river and lake as a route of travel, employing the small boats of the period for the purpose. The country about had been part of the bed of the glacial Lake Agassiz and was still swampy, so that waterways were the only dependable routes for trade and travel. Mud River after passing through the lake connected at Thief River with a navigable route extending westward to the Red River of the North and thence northward into the British possessions. Merchants in the settlements at Liner and Grygla, which were several miles up Mud River from the lake, used the river and lake in sending for and bringing in their supplies. True, the navigation was limited but this was because trade and travel in that vicinity were limited. In seasons of great drought there was difficulty in getting boats up the river and through the lake, but this was exceptional, the usual conditions being as just stated. Sand bars in some parts of the lake prevented boats from moving readily all over it, but the bars could be avoided by keeping the boats in the deeper parts or channels. Some years after the lake was meandered, vegetation such as

grows in water got a footing in the lake and gradually came to impede the movement of boats at the end of each growing season, but offered little interference at other times. Gasoline motor boats were used in surveying and marking the line of the intended ditch through the lake and the ditch was excavated with floating dredges.

Our conclusion is that the evidence requires a finding that the lake was navigable within the approved rule before stated. From this it follows that no prejudice resulted from the recognition below of the local rule respecting navigability.

We come then to the question whether the lands under the lake were disposed of by the United States before Minnesota became a State. An affirmative disposal is not asserted, but only that the lake, and therefore the lands under it, was within the limits of the Red Lake Reservation when the State was admitted. The existence of the reservation is conceded, but that it operated as a disposal of lands underlying navigable waters within its limits is disputed. We are of opinion that the reservation was not intended to effect such a disposal and that there was none. If the reservation operated as a disposal of the lands under a part of the navigable waters within its limits it equally worked a disposal of the lands under all. Besides Mud Lake, the reservation limits included Red Lake, having an area of 400 square miles, the greater part of the Lake of the Woods, having approximately the same area, and several navigable streams. The reservation came into being through a succession of treaties with the Chippewas whereby they ceded to the United States their aboriginal right of occupancy to the surrounding lands. The last treaties preceding the admission of the State were concluded September 30, 1854, 10 Stat. 1109, and February 22, 1855, 10 Stat. 1165. There was no formal setting apart of what was not ceded,* nor any affirmative declaration of the rights of the Indians therein, nor any attempted exclusion of others from the use of navigable waters. The effect of what was done was to reserve in a general way for the continued occupation of the Indians what remained of their aboriginal territory; and thus it came to be known and recognized as a reservation. *Minnesota* v.

*Other reservations for particular bands were specially set apart, but those reservations and bands are not to be confused with the Red Lake Reservation and the bands occupying it. See Treaty concluded October 2, 1863, 13 Stat. 667.

Hitchcock, 185 U. S. 373, 389. There was nothing in this which even approaches a grant of rights in lands underlying navigable waters; nor anything evincing a purpose to depart from the established policy, before stated, of treating such lands as held for the benefit of the future State. Without doubt the Indians were to have access to the navigable waters and to be entitled to use them in accustomed ways; but these were common rights vouchsafed to all, whether white or Indian, by the early legislation reviewed in *Railroad Company* v. *Schurmeir*, 7 Wall. 272, 287-289, and *Economy Light & Power Co.* v. *United States, supra*, pp. 118-120, and emphasized in the Enabling Act under which Minnesota was admitted as a State, c. 60, 11 Stat. 166, which declared that the rivers and waters bounding the State "and the navigable waters leading into the same shall be common highways, and forever free, as well to the inhabitants of said State as to all other citizens of the United States."

We conclude that the State on its admission into the Union became the owner of the bed of the lake. It is conceded that, if the bed thus passed to the State, the defendants have succeeded to the State's right therein; and the decisions and statutes of the State brought to our attention show that the concession is rightly made.

Decree affirmed.

A true copy.

Test:

Clerk, Supreme Court, U. S.